

No. X06-UWY-CV15-6050025-S	:	SUPERIOR COURT
	:	
DONNA L. SOTO, ADMINISTRATRIX OF	:	COMPLEX LITIGATION DOCKET
THE ESTATE OF VICTORIA L. SOTO, ET AL.	:	
	:	AT WATERBURY
V.	:	
	:	
BUSHMASTER FIREARMS	:	
INTERNATIONAL, LLC, ET AL.	:	

AFFIDAVIT OF JAMES VOGTS

1. I am a partner at Swanson, Martin & Bell LLP and represent Defendants Remington Arms Company, LLC and Remington Outdoor Company, Inc. (collectively, “Remington”) in the above-captioned action.

2. I submit this affidavit in support of Remington’s Response to Plaintiffs’ Motion to Compel filed on July 6, 2021 (Entry No. 326) based on my personal knowledge and my review of my communications with Plaintiffs’ counsel and my familiarity with the documents Remington has produced to Plaintiffs in this case.

Production of Social Media Content in 2016 and 2020

3. On August 1, 2016, in response to Request 9 of Plaintiffs’ First Set of Requests for Production, Remington produced social media page “captures” in PDF format of the Facebook and Twitter pages of the three Remington owned brands that manufactured AR-type semi-automatic rifles, Remington, Bushmaster, and DPMS. PDF “captures” of Remington’s and DPMS’s Instagram pages were also produced at that time. These PDF documents were created using web content capture software and were collectively produced to Plaintiffs as REM0001855 – REM0002597. At the time of this production, Bushmaster did not have an Instagram account. Bushmaster did not establish an Instagram account until October 11, 2017.

4. On October 14, 2016, this Court granted Remington's Motion to Strike Plaintiffs' First Amended Complaint. This case was returned to and again active in the Connecticut Superior Court in December 2019 following the Connecticut Supreme Court's decision affirming, in part, and reversing, in part, this Court's ruling on Remington's Motion to Strike the First Amended Complaint; Remington's first bankruptcy; and the United States Supreme Court's denial of Remington's Petition for Writ of Certiorari.

5. On April 22, 2020, Plaintiffs served Remington with their Third Set of Requests for Production of Documents. Plaintiffs requested in Request No. 2 that Remington again produce "[a]ll documents concerning any Social Media Marketing Campaigns." Plaintiffs defined "Social Media" in their requests as "any social media platform or message board, including but not limited to Facebook, YouTube, Reddit, Tumblr, 4chan, Twitter, the firearm.blog.com, and AR-15.com." (Exhibit A).

6. The social media accounts owned in 2020 by Remington and its various brands (Remington, Marlin, Barnes Bullets, AAC, Dakota Arms, DPMS, Bushmaster, H&R, and Storm Lake) included Facebook, Instagram, YouTube, and Twitter. Each brand did not have an account and presence on each of the four social media platforms. For example, H&R did not have Twitter, YouTube, or Instagram accounts. The three Remington-owned brands that manufactured and sold the type of firearm at issue in this case—an AR-type semi-automatic rifle—were Remington, Bushmaster, and DPMS.

7. The Remington brand social media pages remain available to the Plaintiffs and the public today on the internet.

8. On May 5, 2020, Plaintiffs' attorney Joshua Koskoff wrote to defense counsel regarding claimed deficiencies in Remington's August 1, 2016 document production of social

media content, including allegedly incomplete productions of PDF captures of Remington's social media pages and the lack of "accessible videos or other moving visual images for any year" posted on social media pages. (Exhibit B).

9. On May 12, 2020, I wrote to attorney Koskoff regarding his complaint about the adequacy of Remington's production of social media content and pointed out that the content and embedded videos Plaintiffs sought were all publicly available on the internet. (Exhibit C).

10. On May 20, 2020, attorney Koskoff wrote to defense counsel and stated that despite the public availability of the Remington brand's social media content, Remington had an obligation to produce the content in a form that could be used in depositions and at trial. Attorney Koskoff made the specific request that Remington "*produce native versions of all embedded images and videos posted to Defendants' social media accounts during the relevant time period.*" Attorney Koskoff also stated his concern that unless Remington produced the publicly available social media content, there would be "authentication issues at trial." Attorney Koskoff did not ask in his May 20, 2020 letter, or at any time thereafter, that any special tools be used to collect the social media content. (Exhibit D).

11. On May 22, 2020, I wrote to attorney Koskoff and stated Remington's agreement to "download the content from the social media sites it has used" in order to "address [attorney Koskoff's] concern about authenticity." (Exhibit E).

12. Over the following weeks, Remington employees downloaded the extensive content from the Facebook, Instagram, Twitter, and YouTube accounts Remington owned and that content was processed for production to Plaintiffs.

13. On June 2, 2020, I corresponded by email with Plaintiffs' attorney Alinor Sterling and informed her that on or before June 22, 2020, the date on which Remington's objections and

written responses to Plaintiffs' Third Set of Requests for Production of Documents were due by agreement, Remington would be producing "downloaded social media content across the Remington Brands (including all embedded videos)." (Exhibit F).

14. Remington was unable to make the promised production of downloaded social media content on June 22, 2020 because accessing, downloading, and processing the content across each of the nine Remington brands took longer than expected.

15. On June 22, 2020, Remington served its Notice of Objections to Plaintiffs' Third Set of Requests for Production of Documents. In response to Request No. 2, Remington stated that it would produce, without regard to a previously stated time period objection, "available downloads of media content present on Defendant's social media accounts (Facebook, Twitter, You Tube and Instagram) they have owned." (Exhibit G).

16. During a telephonic meet and confer between the parties on June 26, 2020, Remington provided Plaintiffs with an update on production of social media content, and informed Plaintiffs' counsel that it planned to produce the material in native format during the week of June 26. Attorney Sterling confirmed her understanding that social media content in native format would soon be produced in her July 2, 2020 letter to defense counsel (Exhibit H).

17. On July 7, 2020, Remington produced the promised social media content to Plaintiffs, in supplementation of its 2016 production and in response to attorney Koskoff's request in his May 20, 2020 letter. The production included embedded images and videos posted by Remington and third-party visitors on the multiple social media pages owned by Remington and dedicated to its brands. Each embedded image and video on a social media page was downloaded, processed, and produced as an individual Bates numbered file in native format. The native file formats included JPG, PNG, SVG, GIF, MP4, WMV, MOV, AVI, and MPG. While certain of the

individual native files downloaded from the social media sites were of cartoon-like or “emoji” images, Remington did not discard those images, or otherwise distinguish those images from other images embedded in the social media sites. Remington processed and produced all images it downloaded from the social media sites. Neither Remington employees, Remington’s attorneys, nor Remington’s ESI consultants removed or deliberately added any images or videos from or to the production. The production was labeled REM 0030128 – REM 0070026.

18. The July 7, 2020 production of social media content requested by Plaintiffs was substantial because the nine Remington owned brands participated on the social media sites for a number of years dating back to 2009 and 2010 in most cases. All told, the July 7, 2020 production encompassed more than 250 years of social media presence by the nine Remington brands on Facebook, Instagram, Twitter, and YouTube.

19. Approximately a year later, during a telephone conference on June 17, 2021, attorney Koskoff told defense counsel that Plaintiffs would be filing an unspecified “motion to compel.” I asked attorney Koskoff whether the parties had met and conferred on the unspecified subject of the motion to compel, and attorney Koskoff stated, “I’m sure we have.” In truth, the parties had not met and conferred on Remington’s July 7, 2020 production of social media content.

20. At no time prior to Plaintiffs’ filing of their Motion to Compel and Supporting Affidavits on July 2, 2021 did Plaintiffs’ counsel question defense counsel regarding their July 7, 2020 production of the downloaded social media content, express any confusion over what was produced, question the format of the production, or request that defense counsel meet and confer with Remington regarding the production. If Plaintiffs’ counsel had questions regarding Remington’s July 7, 2020 production, defense counsel would have answered them and cleared up any confusion, if Plaintiffs’ counsel were indeed confused.

21. Remington did not “lard” its production of social media content with images and videos that did not appear on its various social media pages, nor was its production of embedded images and videos from those social media pages a deliberate “document dump,” as attorney Koskoff reportedly stated to media representatives. Rather, the production was in response to Plaintiffs’ counsel’s specific request on May 20, 2020 that Remington “*produce native versions of all embedded images and videos posted to Defendants’ social media accounts during the relevant time period.*” (Exhibit D). Remington complied with that request. Plaintiffs have the social media content they requested in formats that can be used in depositions and trial.

Documents Produced by Remington Material to Plaintiffs’ Marketing Claim

22. Plaintiffs’ representation in their Motion to Compel that Remington has not taken its “discovery obligations seriously” and has not produced documents regarding Remington’s marketing and promotion of AR-type semi-automatic rifles during the agreed-to 2006 to 2012 time period is wholly lacking in candor and false. By Plaintiffs’ counsel’s own count, Remington has produced 24,192 unique substantive documents and 2,194 email communications related to marketing and promotion of AR-type semi-automatic rifles during the agreed-to 2006 to 2012 time frame. Remington owned and promoted as many nine brands of products during this time period, ranging from firearms of various types, ammunition, shooting sports accessories, and outdoor clothing. The documents already produced to Plaintiffs confirm that during these years a relatively small number of employees working in Bushmaster and then Remington’s marketing department were involved in the marketing and promotion of AR-type semi-automatic rifles, and an even smaller number of employees were involved specifically in the marketing and promotion of Bushmaster AR-type semi-automatic rifles.

23. The breadth of Remington's production of documents can be known only on review of the documents produced, which Remington is willing to provide to the Court for its own review. Nevertheless, just some of the documents requested by Plaintiffs and produced by Remington are the following:

- a. Records of Brothers & Company's, an outside advertising agency working with Remington on advertising and marketing initiatives, including Brothers & Company's creative work on Bushmaster AR-type rifle advertising campaigns, print catalogs, website presentations; creative work on Remington AR-type rifle advertising campaigns, meeting agendas, and print and online media plans.
- b. Planning Creative Briefs prepared by Campbell Ewald, an outside advertising agency working with Remington.
- c. Bushmaster, Remington, and DPMS product catalogs.
- d. Bushmaster "Man Card" promotional campaign documents, including program background, program details, and email communications regarding development and implementation of the promotional campaign.
- e. Email communications regarding the introduction of the Bushmaster Adaptive Combat Rifle ("ACR").
- f. Marketing Plan presentations, including marketing strategies and objectives, consumer trends, consumer segments, social media initiatives and user profile information.
- g. Brand Management presentations, including brand management strategies, brand positioning framework, brand management execution, consumer participation by category data, consumer participation by geography data, and consumer trends.
- h. Consumer Segments presentations, including descriptions of consumer segments by type, consumer type demographics, and reasons for owning firearms.
- i. Marketing communication metrics presentations, including strategic priorities, media objectives, print media impressions, media spend data, and social media traffic data.
- j. Digital marketing presentations, including website design, social media facts, video gaming, and online video use.
- k. Documents related to the use of celebrity spokespersons.

- l. Annual Operating Plan Reviews, including market share data, market environment summaries, new product development, marketing expenditures, marketing planning, and marketing priorities.
- m. Military Market Strategy presentations.
- n. AR Platform Rifle Market Summaries, including market expansion, growth and profitability, market cycles, and key strategies.

Remington's Satisfaction of Meet and Confer Obligations

24. In their Motion to Compel, Plaintiffs inaccurately accuse Remington and its attorneys of refusing to discuss the status of Remington's rolling production of documents. (Entry No. 326 at 5). Throughout the periods in which discovery has been active in this case, Remington has willingly and promptly communicated with Plaintiffs' attorneys on discovery related issues by telephone, emails, and written correspondence. The only instance in which Remington did not meet and confer when Plaintiffs requested was in June 2020, when Remington repeatedly advised Plaintiffs' counsel that substantial productions of additional documents responsive to Plaintiffs' discovery requests were soon to be made. Meeting and conferring on Remington's compliance with document requests before those productions were made and before Plaintiffs had an opportunity to review the documents made no sense.

25. The basis for Plaintiffs' complaint about Remington's cooperation is a series of emails beginning on June 1, 2020 in which Plaintiffs' attorney Sterling vaguely requested a meet and confer "toward the end of the week" regarding Remington's unspecified "compliance." (Exhibit I). Within the hour, I responded and asked attorney Sterling to describe more specifically the topics she would like to discuss "so that the right persons are available to answer [her] questions." *Id.* Attorney Sterling responded to my request for some specificity the next day on June 2, 2020 by again vaguely expressing the desire "to discuss the scope and substance of Remington's document production to date and any contemplated, future document productions."

Id. At that time, Plaintiffs had served Remington with approximately 74 separate requests for production of documents on a wide variety of topics.

26. I promptly responded by email to attorney Sterling’s second vague request for a meet and confer on June 2, 2020 by informing her on the status of Remington’s rolling production of documents. (Exhibit F). I informed attorney Sterling that “on or prior to June 22—the date on which our response to Plaintiffs’ Third Request for Production is due—we will be making another rolling production of ESI under the ESI Protocol, including additional email communications on AR-type rifle marketing topics. We will also be producing downloaded social media content across the Remington brands (including all embedded videos), the insurance policies, and additional Remington and DPMS product catalogs.” *Id.* I also told attorney Sterling that if she needed any further information on the status of Remington’s document production, she should “let me know with some specificity and I’ll do my best to answer [her] questions.” *Id.*

27. Attorney Sterling responded to my June 2, 2020 email on June 7, 2020, with questions regarding Remington’s upcoming June 22 production of documents, including “how much more email content” would be produced in the production and, curiously, “when” would the production would be received. (Exhibit J). Attorney Sterling also asked when Remington “anticipate[d] production in response to pending RFPs will be complete.” *Id.* I responded to attorney Sterling’s questions by email the next business day, on June 8, 2020, and I again told her that the next rolling production was planned to occur on June 22, 2020 and that the upcoming production would “include additional mails” (a count of emails was not yet available to me). (Exhibit K). I also told attorney Sterling that a subsequent rolling production would be made on or before July 3, 2020, it would be responsive to Plaintiffs Third Request for Production of

Documents, and I then “believe[d] our production of documents would be substantially complete.”
Id.

28. Despite providing attorney Sterling with available answers to her questions, attorney Sterling responded to my June 8, 2020 email late in evening that day, and repeated her request that Remington meet and confer “regarding the status of its production” and confusingly asked Remington to tell her about “the limitations on the documents produced to date” to date and to provide additional information about the upcoming June 22, 2020 production that had not yet been completed, including identification of custodians whose electronically stored information was being searched. (Exhibit L)

29. I telephoned attorney Sterling the next morning on June 9, 2020 and, among other things, I reminded her that Remington had filed a Motion for Protective Order (Entry No. 302), which, in part, sought protection against disclosure of custodian identity as attorney work product. We also discussed Remington’s proposal that Plaintiffs’ withdraw their April 15, 2020 Practice Book Section 13-27(h) notice for corporate designee deposition testimony on discovery related topics, without prejudice, pending review of Remington’s upcoming document productions. In response to Remington’s proposal, Attorney Sterling expressed in her June 10, 2020 email Plaintiffs’ willingness to accept Remington’s proposal provided that Remington agree to provide detailed information on its attorneys efforts to obtain and produce electronically stored documents, and provide a Remington “technical representative” Plaintiffs’ attorneys could question in a meet and confer setting regarding Remington’s production of documents. (Exhibit M). Attorney Sterling’s conditions were essentially a request that Remington provide information that its pending Motion for Protective Order sought to protect from disclosure as attorney work product. Remington did not accept attorney Sterling’s conditions.

30. Plaintiffs “hindsight” supposition that Remington’s cancellation of a planned meet and confer on July 13, 2020 was tactical because bankruptcy protection was imminent is baseless. Remington’s counsel was required to attend to “pressing business on other matters” that week that included pressing matters in this case, including preparing for and presenting a corporate designee witness (Mark Eliason), and two former Bushmaster employees (Mark Eliason and Tom Tyler) for depositions in Portland, Maine that week on July 16 and 17, 2020. Additionally, a former Remington employee (Dean Vogt) was presented for a deposition on July 24, 2020, just three days before Remington filed for bankruptcy on July 27, 2020. Remington’s counsel did not cease working on this case at any time despite knowing that Remington’s bankruptcy was imminent, and knowing there was a likelihood they would not be paid for their work.

31. Plaintiffs’ intimation in its Motion to Compel that it learned of Remington’s planned bankruptcy when the petition was filed on July 27, 2021 is not correct. The parties were engaged in a telephonic meet and confer that began at 11:00 am (EST) on June 26, 2020, when Plaintiffs’ counsel referred during the call to a news report that Remington was preparing for bankruptcy. Plaintiffs’ counsel presumably saw on the internet the Wall Street Journal’s June 26, 2020 (11:47 am EST) article titled, “Gun Maker Remington Preps for Bankruptcy, Seeks Sale to Navajo Nation.” www.wsj.com/articles/gun-maker-remington-preps-for-bankruptcy-seeks-sale-to-navajo-nation-11593186468.

32. Plaintiffs’ representation in their motion that “Remington’s Delay Tactics Have Continued Post-Bankruptcy” is also baseless. Indeed, not only did Remington’s counsel initiate a June 17, 2021 meet and confer with Plaintiffs’ counsel, Remington produced on July 2, 2021 an additional collection of documents Plaintiffs had requested. These documents are numbered REM-0118813-REM 0122014. On July 15, 2021, just 24 days after the parties’ standstill agreement

ended on June 21, 2021 (following lifting of the bankruptcy stay), counsel for the parties engaged in a lengthy telephonic meet and confer regarding outstanding RFP 17 custodian issues. And as result of the parties meet and confer, Remington agreed, in the interest of compromise, to run additional searches of 27 additional custodians (on top of the 25 custodians Remington had selected) for documents responsive to RFP 17. The parties also met and conferred on July 15, 2021 for the first time on Remington's outstanding objections to Plaintiffs' Third Request for Production of Documents, and proposals were made and agreements were reached regarding narrowing requests and withdrawing objections. On July 23, 2021, the parties met and conferred again on Remington's objections and reached further agreements. On July 20, 2021, I wrote to attorney Sterling in response to her July 17, 2021 email, in which she summarized outstanding matters with respect to Plaintiffs' Third Request for Production of Documents. In my July 21, 2021 email I stated Remington's agreement to search the data for documents responsive to Third Request for Production No. 4 (domain and sub-domain names), accepted Plaintiffs' revision to Nos. 24 and 25, and agreed to produce documents responsive to these three requests by August 31, 2021. I confirmed Remington's agreement to produce documents responsive to these three requests by August 31, 2021 with the Court on July 26, 2021, and the August 31, 2021 deadline was made part of the Court's order.


James Vogts

Signed and sworn to before me, a Notary Public, of Cook County, Illinois, by James Vogts,
this 30th day of July, 2021.


Notary Public

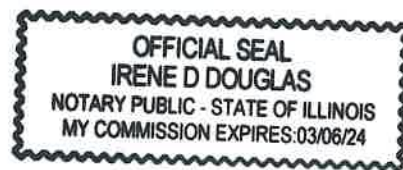


EXHIBIT A

NO. UWY-CV15 6050025 S : SUPERIOR COURT

DONNA L. SOTO, ADMINISTRATRIX
OF THE ESTATE OF
VICTORIA L. SOTO, ET AL. : COMPLEX LITIGATION DOCKET

VS. : AT WATERBURY

BUSHMASTER FIREARMS
INTERNATIONAL, LLC, a/k/a, ET AL. : APRIL 22, 2020

**PLAINTIFFS' THIRD SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

Pursuant to the Practice Book, the plaintiffs respectfully request that the defendants, Remington Outdoor Company, Inc., Remington Arms Company, LLC, Bushmaster Firearms, Bushmaster Firearms, Inc., Bushmaster Firearms International, LLC, Bushmaster Holdings, LLC, and Freedom Group, Inc. answer and respond to the following Third Set of Requests for Production of Documents.

INSTRUCTIONS AND DEFINITIONS

These Requests for Production are served pursuant to Chapter Thirteen of the Connecticut Practice Book, and the defendants' obligations to respond to such Requests for Production are as set forth therein. Documents shall be produced consistent with the terms of the Case Management Order. Unless otherwise stated in the Requests, the relevant date range is January 1, 2006 to present. In addition:

1. "Advertisement" means any attempt, other than by use of a price tag, to directly or indirectly induce the purchase or rental of merchandise at retail, appearing in any newspaper, magazine, periodical, catalog, circular, in-store or out-of-store sign or other written matter placed before the consuming public, or in any product placement, promotion, radio broadcast, television broadcast, electronic medium or delivered to or through any computer, including websites, Social Media, and video games.
2. "Assault Rifle" means (1) "assault rifle" as defined in CT Gen Stat §§ 53-202a(1)(B), (E), and (F) (2013), and/or (2) any firearm otherwise depicted or designated as an AR-15 type or AR-15 style, or M16 or M4 type or style rifle, or ACR (Adaptive Combat Rifle) type.
3. "Designated Market Areas" means a group of counties that form an exclusive geographic area in which the home market television stations hold a dominance of total

hours viewed.

4. “Document” is used herein in the broadest sense of the term and means all records, written proof, and other tangible media of expression of whatever nature however and wherever created, produced or stored (manually, mechanically, electronically or otherwise), including without limitation all versions whether draft or final, all annotated or nonconforming or other copies, electronic mail (“e-mail”), instant messages, text messages, Social Media posts, Social Media messages, Blackberry or other wireless device messages, voicemail, calendars, date books, appointment books, diaries, books, papers, files, notes, confirmations, accounts statements, correspondence, memoranda, reports, records, journals, registers, analyses, plans, manuals, policies, photographs, telegrams, faxes, telexes, wires, telephone logs, telephone messages, message slips, minutes, notes or records or transcriptions of conversations or communications or meetings, tape recordings, videotapes, disks, and other electronic media, microfilm, microfiche, storage devices, press releases, contracts, agreements, notices and summaries. Any non-identical version of a Document constitutes a separate Document within this definition, including without limitation drafts or copies bearing any notation, edit, comment, marginalia, underscoring, highlighting, marking, or any other alteration of any kind resulting in any difference between two or more otherwise identical Documents. In the case of Documents bearing any notation or other marking made by highlighting ink, the term Document means the original version bearing the highlighting ink, which original must be produced as opposed to any copy thereof.
5. “Firearm” means any weapon (including but not limited to a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; and any Firearm muffler or Firearm silencer.
6. “Marketing Campaign” refers to an effort to develop, maintain or expand the market of users and purchasers of Your products and includes, but is not limited to, the conception and formulation of the effort, the research conducted in furtherance of the effort, the investment in the effort, the means by which the effort was carried out, and the tracking of its effect and results.
7. “Social Media” means any social media platform or message board, including but not limited to, Facebook, Instagram, YouTube, Reddit, Tumblr, 4chan, Twitter, thefirearmblog.com, and AR-15.com.
8. “Target Market” means customers and potential customers to whom You want to market Your products and services to and to whom You direct Your marketing efforts.
9. “You,” “Your,” and “The Company” means Remington Outdoor Company, Inc., Remington Arms Company, LLC, and any and all subsidiaries, affiliated brands, and predecessor companies including but not limited to Freedom Group, Inc. and Bushmaster Firearms International, LLC, and including their current and former employees, agents, officers, directors, and representatives.

REQUESTS FOR PRODUCTION

To the extent not already produced in response to Plaintiffs' First or Second Requests for Production, produce the following:

1. True, accurate, and complete copies of each and every Advertisement for Assault Rifles that is or was available or accessible in Designated Market Areas that include Connecticut or to a national audience since January 1, 1999.

RESPONSE:

2. All Documents concerning any Social Media Marketing Campaigns, including any referenced in or related to the Advertisements referenced in Request 1, above, including but not limited to Your policies, procedures, and practices for posting content on Social Media, reposting user generated content on Social Media, selecting and referencing hashtags on Social Media posts, drafting Social Media captions, tagging third party individuals or entities on Social Media posts, recruiting Social Media users to promote Your products on their personal accounts, and any and all web analytics and data related to consumer traffic for Your Social Media content.

RESPONSE:

3. A list of all domain names or sub-domain names owned or controlled by You, including but not limited to the domain names listed in Appendix A.

RESPONSE:

4. All Documents concerning any domain names or sub-domain names owned or controlled by You, including but not limited to those domain names referenced in Appendix A, and any web analytics or other data related to those domains.

RESPONSE:

5. Documents sufficient to show on what dates, in what localities or Designated Market Areas, and on what media platforms and third-party websites You disseminated, published, posted, distributed, and/or broadcast each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

6. Documents sufficient to show Your participation in behavioral targeted advertising, including but not limited to canvas fingerprinting, cookie syncing and other methods to track Your Target Market and other consumers' behavior and preferences online.

RESPONSE:

7. All renditions and versions of the Advertisements referenced in Request 1, above, including but not limited to any drafts, alternate versions, storyboards, outtakes, animatics, and sketches.

RESPONSE:

8. All Documents concerning the creation, development, or editing of each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

9. Documents sufficient to identify any and all persons and entities responsible for creating, developing, and approving each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

10. All Documents concerning any communications to or from any advertising, marketing, media, public relations, or similar consultants employed to assist You in developing, maintaining, marketing, or distributing an Assault Rifle under the Remington or Bushmaster brands, including without limitation all communications with Brown & Company; Gyro; Activision Value Publishing, Inc.; Mastiff, LLC; Mastiff Games, LLC; Nexon America, Inc.; other Nexon entities; Retail Sports Marketing; Campbell Ewald; Hill & Knowlton; Southwick Associates; Combat Arms; Sports Marketing Research Group; SportsOneSource; the National Shooting Sports Foundation; and the National Rifle Association.

RESPONSE:

11. All Documents concerning any communications to or from any television network, cable television, streaming service, digital media, Social Media, radio, or other commercial platform relating to the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

12. All Documents concerning any communications to or from any advertising agency or entity employed to assist You in developing, maintaining, marketing, or distributing any of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

13. All Documents concerning any communications to or from freelancers, influencers, or individuals paid or encouraged to post positive reviews or otherwise promote, develop, maintain, market, or distribute any of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

14. All Documents concerning any Marketing Campaigns or strategies related to the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, including but not limited to any efforts to sponsor or pay to display the Advertisements, campaigns, domain, or sub-domain names on Social Media or other platforms, any algorithms or other means used to ensure that the Advertisements, campaigns, domain, and sub-domain names reached particular audiences on Social Media or other platforms, and any research used to identify the individuals or demographics viewing the Advertisements, campaigns, domain, and sub-domain names on Social Media or other platforms, including but not limited to their characteristics, backgrounds, likes, and dislikes.

RESPONSE:

15. All Documents concerning Your Target Market, including but not limited to any research regarding Your Target Market and any strategies and Marketing Campaigns related to attracting Your Target Market.

RESPONSE:

16. All Documents concerning buying patterns of Your Target Market, including but not limited to patterns regarding the purchasing of Assault Rifles; patterns regarding the purchasing of assault rifles as gifts; patterns regarding proxy or straw purchasing of Assault Rifles; and patterns regarding purchasing of Assault Rifles by one family member for the use of another family member.

RESPONSE:

17. All Documents concerning any complaints, questions, or comments by any persons, including but not limited to consumers and government agencies or entities, regarding the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, including but not limited to any complaints, questions, or comments regarding the Firearms depicted in the Advertisements, Social Media campaigns, domains, or sub-domains.

RESPONSE:

18. All Documents concerning any communications to or from Your competitors regarding the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

19. All Documents concerning any research, studies, surveys, focus groups, or other tests regarding consumer perceptions of, opinions of, or reactions to your Marketing Campaigns including each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

20. All Documents concerning any research, studies, surveys, focus groups, or other tests regarding the effect of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain or sub-domain names in Request 3 and 4, above, on consumer motivations for purchasing Firearms, including but not limited to those Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

21. All contracts with any third-party advertising, marketing, or design agencies.

RESPONSE:

22. All marketing plans and creative briefs, including but not limited to internal creative briefs and creative briefs made by or for third-party advertising, marketing, or design agencies, created or used since January 1, 1999.

RESPONSE:

23. All Documents concerning any product placement of Assault Rifles, including but not limited to video games, television shows, movies, or other types of media, since January 1, 1999.

RESPONSE:

24. All Documents concerning any actual or contemplated test, study, analysis, or evaluation considered, undertaken, or designed to prove, substantiate, disprove, or evaluate any statement or claim made in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

25. All Documents substantiating any claims made in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, regarding the specifications, benefits, safety, performance, efficiency, quality, or nature of the Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

26. All Documents concerning the target and actual or realized demographics associated with any marketing strategies since January 1, 1999, including but not limited to each of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

27. All research conducted on and communications concerning any national or Connecticut Firearms laws, statutes, regulations, court orders, court opinions, and executive orders, and all Documents concerning the Advertisements' compliance with those laws, statutes, regulations, court orders, court opinions, and executive orders.

RESPONSE:

28. All marketing, advertising or ethical guidelines, statutes, or decisional law consulted by You in connection with the development or dissemination of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

29. All Documents concerning Your efforts to comply with any national or Connecticut advertising or marketing laws, statutes, regulations, or guidelines, including but not limited to those related to privacy or child protection, such as the Children's Online Privacy Act ("COPPA"), those related to advertising or marketing ethics, Firearms industry guidelines, FTC rulings and/or standards, Connecticut trade practice guidelines, and guidance from the National Advertising Division of the Better Business Bureau.

RESPONSE:

30. All Documents concerning the risks of keeping an Assault Rifle in the home, including but not limited to any studies, reports, news articles, surveys, or communications, whether created by You or a third party.

RESPONSE:

31. All Documents concerning how to address mass shootings, school shootings, domestic violence, and any other potential crimes that may impact Your business.

RESPONSE:

32. All Documents concerning any communications to or from the National Rifle Association, National Shooting Sports Foundation, or any other trade or industry organization or its subsidiary or affiliate regarding the development, marketing, or selling of Assault Rifles.

RESPONSE:

33. All Documents concerning any mailing lists You have received, bought, or sold for direct or other Marketing Campaigns, including any purchased or obtained from the National Rifle Association, National Shooting Sports Foundation, or any other trade or industry organization or its subsidiary or affiliate since January 1, 1999.

RESPONSE:

34. All Documents concerning any communications to or from Cerberus regarding the development, marketing, or selling of Firearms since January 1, 1999, including any marketing plans, sales projections, and marketing or advertising budgets.

RESPONSE:

35. Documents sufficient to identify all past or present complaints to You, complaints to the National Advertising Division or Children's Advertising Review Unit of the Better Business Bureau, FTC, or other regulatory body, civil or criminal complaints, claims, lawsuits, court proceedings, and/or administrative or other proceedings against You in any jurisdiction within the United States concerning any of the Assault Rifles depicted in the advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

36. True and correct copies of Your organizational charts for each division (and each department therein) responsible for the creation, development, advertising, marketing, promotion, or sale of any of the Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

RESPONSE:

37. All Documents, including but not limited to agendas, minutes, recordings, summaries, or reports, reflecting meetings, whether formal or informal, of Your board of directors or any committee or subcommittee thereof, discussing Your Assault Rifle Marketing Campaigns, the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, any Firearms depicted in those Advertisements, Social Media campaigns, domain and sub-domain names or any other topic in these Requests.

RESPONSE:

38. To the extent not already requested in Requests 2, 14, 15, 33 and/or 37, all Documents concerning any Marketing Campaign for Assault Rifles.

RESPONSE:

39. All Documents concerning investigations conducted into the shootings at Sandy Hook Elementary School and 36 Yogananda Street, Newtown on December 14, 2012 by government officials, including, but not limited to:
- State's Attorney for the Judicial District of Danbury;
 - Connecticut State Police
 - Connecticut State Police- Western District Major Crime;
 - Connecticut State Police- Central District Major Crime;
 - Connecticut State Police-Eastern District Major Crime;
 - Connecticut State Police- Emergency Services Unit;
 - Connecticut State Police-Troop A, Southbury
 - Connecticut State Police-Computer Crimes and Electronic Evidence Unit
 - Connecticut State Police-Collision, Analysis and Reconstruction Squad;
 - Connecticut Department of Energy and Environmental Protection;

- Forensic Science Laboratory, Division of Scientific Services, Department of Emergency Services and Public Protection;
- Office of the Chief Medical Examiner;
- Bureau of Alcohol, Tobacco, Firearms and Explosives;
- Federal Bureau of Investigation;
- United States Attorney's Office;
- United States Marshals Service
- United States Postal Service; and,
- Municipal Police Departments, including but not limited to the Town of Newtown.

RESPONSE:

THE PLAINTIFFS,

By /s/ Joshua D. Koskoff
JOSHUA D. KOSKOFF
ALINOR C. STERLING
JEFFREY W. WISNER
jkoskoff@koskoff.com
asterling@koskoff.com
jwisner@koskoff.com
KOSKOFF KOSKOFF & BIEDER 350
FAIRFIELD AVENUE
BRIDGEPORT, CT 06604
PHONE: (203) 336-4421
FAX: (203) 368-3244
JURIS #32250

Jacobus J. Schutte, Esq. (pro hac vice)
 1285 Avenue of the Americas
 New York, NY 10019-6064
jschutte@paulweiss.com

Their Attorneys

APPENDIX A

1816clothing.biz	americanwitharemington.info
1816clothing.co	americanwitharemington.net
1816clothing.com	americanwitharemington.org
1816clothing.info	americanwitharemington.us
1816clothing.net	auto-detector.biz
1816remington.biz	auto-detector.net
1816remington.co	autodetector.biz
1816remington.com	autodetector.net
1816remington.info	barnesbullets.adult
1816remington.net	barnesbullets.com
1911r1.com	barnesbullets.lgbt
300aac.com	barnesbullets.porn
300aacblackout.com	barnesbullets.sexy
300blackout.com	best1911.com
300blk.com	buckhammerchallenge.com
aac-blog.com	bushmaster.adult
aacblackcard.biz	bushmaster.com
aacblackcard.co	bushmaster.lgbt
aacblackcard.com	bushmaster.porn
aacblackcard.org	bushmaster.sexy
aacblackout.com	bustingclays.com
aacblackoutcard.biz	canuaac.com
aacblackoutcard.co	dakotaammo.com
aacblackoutcard.com	dakotaarms.adult
aacblackoutcard.org	dakotaarms.com
aacblog.com	dakotaarms.lgbt
aaccanu.com	dakotaarms.porn
aacfarm.biz	dakotaarms.sexy
aacfarm.com	designed-to-dominate.com
aacsilencers.biz	dpms-g2.com
aacsilencers.co	dpms-gii.com
aacsilencers.com	dpms-gll.com
aacsilencers.net	dpms-gto.com
aacsilencers.org	dpms-gtoo.com
aacsilencers.us	dpms-gtwo.com
advanced-armament.adult	dpmsinc.adult
advanced-armament.com	dpmsinc.com
advanced-armament.lgbt	dpmsinc.lgbt
advanced-armament.porn	dpmsinc.porn
advanced-armament.sexy	dpmsinc.sexy
americanwitharemington.biz	e-remington-sons.com

eapublicsafety.com
eighteensixteen.com
eighteensixteen.net
elsagamerica.com
elsagamericas.com
elsagamericaspublicsafety.com
erpchandguns.com
fgiops.com
fgipr.com
freedom-group.com
freedomgroupmedia.com
georgekollitides.ceo
georgekollitides4nraboard.com
gkollitides.ceo
gkollitides4nraboard.com
gkollitides4nraboard.com
greatamericanbirdhunt.com
gunclubgear.com
harringtonrichardson.com
hr1871.adult
hr1871.com
hr1871.lgbt
hr1871.porn
hr1871.sexy
kollitides.ceo
marlincountrystore.com
marlincustom.com
marlinfirearms.adult
marlinfirearms.com
marlinfirearms.lgbt
marlinfirearms.porn
marlinfirearms.sexy
mk-coastal.biz
mk-coastal.co
mk-coastal.com
mk-coastal.info
mk-coastal.net
mk-coastal.org
mk-coastal.us
mk-prairie.biz
mk-prairie.co
mk-prairie.com
mk-prairie.info

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mk-prairie.org
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mkprairie.com
mkprairie.info
mkprairie.net
mkprairie.org
mkprairie.us
mobileplatehunter.com
mountainkhakis.adult
mountainkhakis.lgbt
mountainkhakis.porn
mountainkhakis.sexy
mph-900.com
mph900.biz
mph900.com
mph900.info
mph900.net
myremingtoncountry.com
nesika-action.biz
nesika-action.co
nesika-action.com
nesika-action.net
nesika-action.org
nesika-action.tv
nesika-action.us
nesika-bay.biz
nesika-bay.co
nesika-bay.com
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nesika-bay.org
nesika-bay.tv
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nesika-rifles.biz
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nesika-rifles.tv
nesika-rifles.us
nesika.biz

nesika.co
nesika.net
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nesikaaction.biz
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nesikaaction.com
nesikaaction.net
nesikaaction.org
nesikaaction.site
nesikaaction.tv
nesikaaction.us
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nesikabay.net
nesikabay.org
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nesikafirearms.biz
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nesikarifles.org
nesikarifles.tv
nesikarifles.us
outdoor-roadmap.com
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outdoors-roadmap.com
outdoors-roadmap.net
outdoorserviceco.com
outdoorsroadmap.com
outdoorsroadmap.net

outdoorsroadmap.org
pantherarms.com
para-ordnance.com
para-usa.adult
para-usa.com
para-usa.lgbt
para-usa.porn
para-usa.sexy
paraord.com
paraordnance.com
parker-gun.com
parker-guns.com
parkergun.com
parkergunmaker.com
parkergunmakers.com
parkerguns.adult
parkerguns.lgbt
parkerguns.porn
parkerguns.sexy
parkershotguns.com
r1816f.org
r51.biz
r51.co
r51.us
reles.biz
reles.net
relesmph900.com
remington-catalog.com
remington-coop.com
remington-elsag.biz
remington-elsag.com
remington-elsag.net
remington-guns.com
remington-university.com
remington.adult
remington.com
remington.info
remington.lgbt
remington.porn
remington.tv
remington1816apparel.biz
remington1816apparel.co
remington1816apparel.com

remington1816apparel.info
remington1816apparel.net
remington1816clothing.biz
remington1816clothing.co
remington1816clothing.com
remington1816clothing.info
remington1816clothing.net
remington1816foundation.com
remington1816foundation.org
remington1816gear.biz
remington1816gear.co
remington1816gear.com
remington1816gear.info
remington1816gear.net
remington700.com
remington700.org
remington700.tv
remington700.us
remingtonairgun.com
remingtonairguns.com
remingtonarmericanbirdhunt.com
remingtonarms.biz
remingtonarms.info
remingtonarms.net
remingtonarms.org
remingtonarmscompanyinc.biz
remingtonarmscompanyinc.com
remingtonarmscompanyinc.info
remingtonarmscompanyinc.net
remingtonarmscompanyinc.org
remingtonartwork.com
remingtonbirdhunt.com
remingtonboxorder.com
remingtoncampcooking.com
remingtonchristmas.com
remingtoncoop.com
remingtoncountry.com
remingtoncountry.shop
remingtoncountryguide.com
remingtoncountryguideservice.com
remingtoncountryoutfitter.com
remingtoncountrystore.com
remingtoncustom.com

remingtoncustomshop.com
remingtoncutlery.biz
remingtoncutlery.com
remingtoncutlery.info
remingtoncutlery.net
remingtoncutlery.org
remingtondeer.com
remingtondefense.com
remingtonducks.com
remingtonelsag.biz
remingtonelsag.com
remingtonelsag.net
remingtonelsaglawenforcementsystems.biz
remingtonelsaglawenforcementsystems.com
remingtonelsaglawenforcementsystems.net
remingtonfireamrsclassactionsettlement.com
remingtonfirearms.net
remingtonfirearms.tv
remingtonfirearms.us
remingtonfirearmsclassactionsettlement.com
remingtonfootwear.com
remingtonfoundation.com
remingtonfoundation.org
remingtongamecalls.com
remingtongreatamerican.com
remingtongreatamericanbirdhunt.com
remingtongunsafes.com
remingtonhandgun.com
remingtonhandgun.net
remingtonhandgun.org
remingtonhandguns.biz
remingtonhandguns.co
remingtonhandguns.com
remingtonhandguns.net
remingtonhandguns.org
remingtonhandguns.us
remingtonle.com
remingtonmil.com
remingtonmilitary.com
remingtonnewsletter.com
remingtonoutdoor.biz
remingtonoutdoor.com
remingtonoutdoor.info

remingtonoutdoor.mobi
remingtonoutdoor.net
remingtonoutdoor.org
remingtonoutdoor.us
remingtonoutdoorco.biz
remingtonoutdoorco.co
remingtonoutdoorco.com
remingtonoutdoorco.info
remingtonoutdoorco.net
remingtonoutdoorco.org
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remingtonoutdoorcompany.org
remingtonoutdoorcompany.us
remingtonoutdoorfoundation.biz
remingtonoutdoorfoundation.com
remingtonoutdoorfoundation.info
remingtonoutdoorfoundation.net
remingtonoutdoorfoundation.org
remingtonoutdoors.org
remingtonpartnerstore.com
remingtonpartsstore.com
remingtonpmpd.com
remingtonrebates.com
remingtonrepairs.com
remingtonrewards.biz
remingtonrewards.co
remingtonrewards.com
remingtonrewards.info
remingtonrewards.mobi
remingtonrewards.net
remingtonrewards.org
remingtonrewards.us
remingtonshootingschool.com
remingtonsportingdog.com
remingtonsports.com
remingtonsucks.com
remingtontd.com
remingtontreestand.com

remingtonturkey.com
remingtonwaterfowl.com
remingtonwhitetails.com
remlink.com
rempac.org
respectremington.com
respectremington.net
respectremington.org
respectremington.tv
respectremington.us
roc-stars.biz
roc-stars.club
roc-stars.guru
roc-stars.info
roc-stars.net
roc-stars.org
roc-stars.us
rocperks.com
rocstars.cool
rocstars.guru
rofemail.com
rofemail.net
rofphone.com
shootability.biz
shootability.co
shootability.com
shootability.org
shootability.us
shopremingtoncountry.com
silencerblog.com
silencershoot.com
silentarmyapparel.com
squeeg-e.co
squeeg-e.com
squeeg-e.net
squeeg-e.us
takeastandnow.com
tapco.com
tapco.lgbt
tapco.sexy
thebest1911.com
thecustomgunshop.com
theremington1816foundation.com

theremington1816foundation.org
theremington700.com
theremington700.net
theremington700.org
theremington700.tv
theremington700.us
theremingtonfoundation.com
theremingtonfoundation.org
thesilencerblog.com
toweringdwarf.com
toweringdwarfmedia.com
ultimatemuzzleloader.biz
ultimatemuzzleloader.co

ultimatemuzzleloader.com
ultimatemuzzleloader.net
ultimatemuzzleloader.org
ultimatemuzzleloader.us
womenshoot.net
womenshoot.org
womenshoot.us
younggunfirearms.com
younggunsamerica.com
younggunscanada.com
younggunsclub.com
younggunsusa.com

CERTIFICATION OF SERVICE

This is to certify that a copy of the foregoing has been emailed this day to all counsel of record as follows:

COUNSEL FOR:

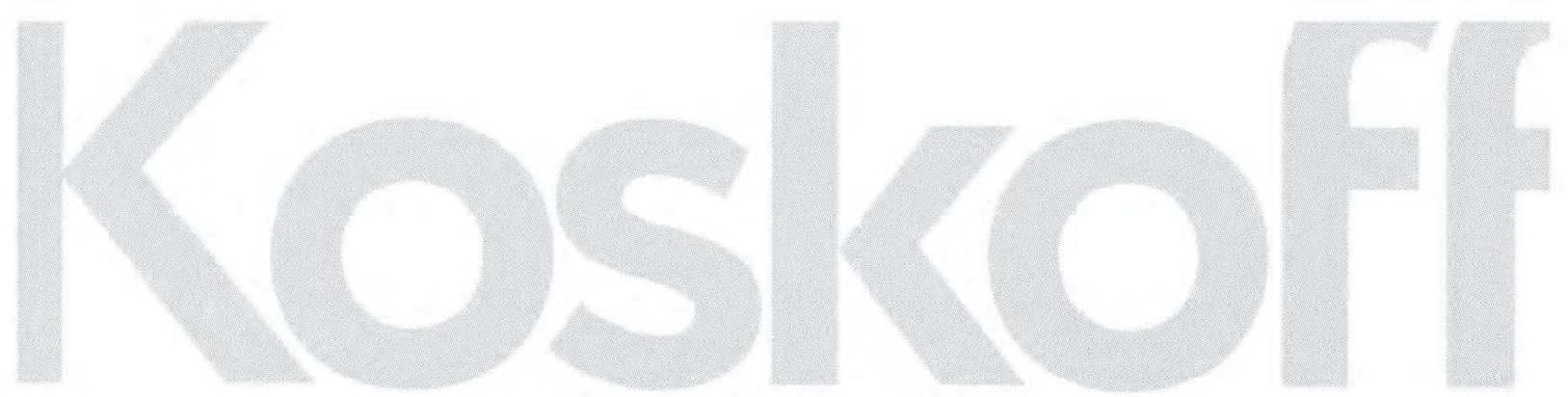
BUSHMASTER FIREARMS INTERNATIONAL LLC, A/K/A;
FREEDOM GROUP, INC., A/K/A;
BUSHMASTER FIREARMS, A/K/A;
BUSHMASTER FIREARMS, INC., A/K/A;
BUSHMASTER HOLDINGS, INC., A/K/A
REMINGTON ARMS COMPANY, LLC, A/K/A;
REMINGTON OUTDOOR COMPANY, INC., A/K/A

Paul D. Williams
James H. Rotondo
Jeffrey P. Mueller
DAY PITNEYLLP
242 Trumbull Street
Hartford, Connecticut 06103
pdwilliams@daypitney.com
jhrotondo@daypitney.com
jmueller@daypitney.com

James B. Vogts (*pro hac vice*)
Andrew A. Lothson (*pro hac vice*)
SWANSON MARTIN & BELL, LLP
330 North Wabash, #3300
Chicago, IL 60611
jvogts@smbtrials.com
alothson@smbtrials.com

/s/ Joshua D. Koskoff
Joshua D. Koskoff
Alinor C. Sterling
Jeffrey W. Wisner

EXHIBIT B



KOSKOFF KOSKOFF & BIEDER PC

May 5, 2020

By Email

Paul D. Williams, Esq.
James H. Rotondo, Esq.
Jeffrey P. Mueller, Esq.
DAY PITNEY LLP
242 Trumbull Street
Hartford, CT 06103

James B. Vogts, Esq.
Andrew A. Lothson, Esq.
SWANSON MARTIN & BELL LLP
330 North Wabash, #3300
Chicago, IL 60611

Re: *Soto, et al. v. Bushmaster Firearms Int'l, LLC, et al.*

Dear Counsel:

We write to identify certain deficiencies in the productions and interrogatory responses received to date from Defendants Remington Arms Company, LLC and Remington Outdoors Company, Inc. (together, “Remington”) described below and to request that Remington promptly cure such deficiencies.

First, Plaintiffs’ First Set of Interrogatories, dated August 3, 2016, asked Remington whether it carries “primary professional liability insurance coverage,” “professional secondary insurance coverage,” or “professional excess insurance coverage” that applies to Plaintiffs’ claims, and to identify any such policies and their corresponding limits and policy numbers. *See* Pls. Interrogs. Nos. 8–11. In response, Remington denied that it carried any applicable insurance coverage. *See* Resp. to Pls. Interrogs. Nos. 8–11.

We are concerned that your response fails to disclose all applicable and relevant insurance-related information. As you know, under Practice Book Section 13-12, Remington is



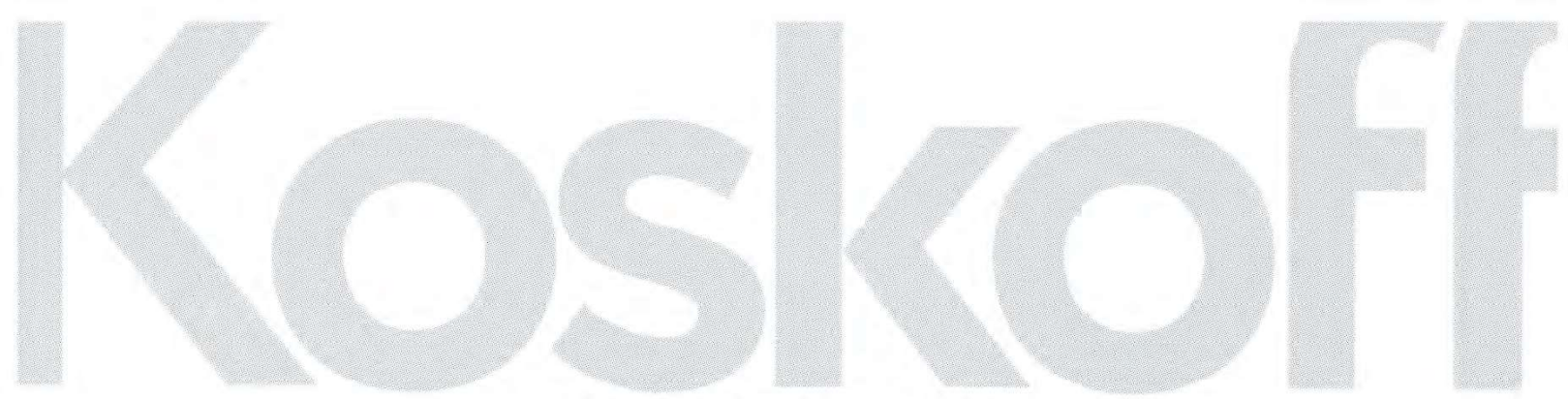
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required to disclose “any insurance policy under which any insurer may be liable to satisfy part or all of a judgment.” Connecticut courts have repeatedly emphasized the “imperative of ‘full and frank disclosure,’” especially with respect to requests that seek insurance-related information. *Piscitelli-Hunsaker v. Reichbart*, No. NNHCV136039284S, 2017 WL 3080824, at *4 & n.8 (Conn. Super. Ct. June 15, 2017) (quoting *Weinstein v. Weinstein*, 275 Conn. 671, 687 (2005)); see also *Vargas v. Specialized Educ. Servs., Inc.*, No. HHDCV126028454S, 2013 WL 3871349, at *1 (Conn. Super. Ct. July 5, 2013) (ordering disclosure of any reservation of rights letter or other letter from any insurer, including “any insurer which has declined, in whole or in part, to defend and/or indemnify any defendant against any claim asserted by the plaintiffs”).

We note that in Remington’s bankruptcy case, Remington specially requested authorization to “maintain and continue to honor” fifteen insurance policies that it maintains “[i]n the ordinary course of business.” See ECF No. 8, Debtors’ Motion for Entry of an Order Authorizing Debtors to Continue Debtors’ Insurance Programs at 4, *In re Remington Outdoor Co., Inc.*, No. 18-10684 (Bankr. D. Del. Mar. 25, 2018). Remington listed all fifteen programs in an exhibit attached to its request. See ECF No. 8-1, Schedule of Insurance Programs, *In re Remington Outdoor Co., Inc.*, No. 18-10684 (Bankr. D. Del. Mar. 25, 2018). Maintenance of these programs, Remington wrote, “is essential to preserve the value of the Debtors’ assets and minimize exposure to risk,” because without these programs, Remington “run[s] the risk of, among other harms, incurring financial responsibility and legal liability for potential occurrences not covered by insurance.” ECF No. 8 at 8. Several of these insurance policies would appear relevant and applicable. See ECF No. 8-1 (e.g., general liability insurance coverage provided by National Fire & Marine Insurance; umbrella and excess liability insurance coverage provided by National Fire & Marine, Ironshore, Hiscox – StarStone, and AXA XL Insurance, etc.). Yet, here, in response to Plaintiffs’ interrogatories, you indicated that your client has no relevant and applicable insurance and therefore, runs a risk of “incurring . . . legal liability for potential occurrences not covered by insurance.” ECF No. 8 at 8. Given Remington’s special concern for maintaining its policies during its bankruptcy, we suspect your initial responses were incomplete.

If in fact Remington has insurance relevant to this lawsuit—even though an insurer may have denied or otherwise limited coverage—we request that you promptly provide a full and complete disclosure of any relevant insurance policies, their corresponding limits and policy numbers, and any letter from an insurer denying coverage under its policy.

Second, through our own research, we have identified a number of Remington, Bushmaster, and DPMS product catalogues containing responsive materials, as well as numerous



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advertisements and videos from other sources, that have either not been produced by Remington or produced only in partial form by Remington in response to Request 3 from Plaintiffs' Second Set of Requests for Production of Documents, dated August 3, 2016, and Request 7 from Plaintiffs' First Set of Requests for Production of Documents, dated June 29, 2016, among other requests. Identified deficiencies include, for example, (i) no product catalogues from DPMS for any years other than 2008 and 2012, (ii) incomplete Remington catalogues, only for years 2009-2012, (iii) loose pages of catalogues that are undated and therefore unable to be tied to specific catalogues; (iv) no Bushmaster Instagram posts for any year; (v) no accompanying descriptions or user interaction information (e.g., likes and comments) for Remington and DPMS Instagram posts from any year; and (vi) no accessible videos or other moving visual image for any year. Appendix A to this letter provides examples of product catalogues that Remington has yet to produce. Appendix B provides examples of catalogues that have been produced in incomplete form. Appendix C provides examples of videos that have been produced in an inaccessible format.

We request that you promptly remediate these identified deficiencies. In addition, when we first discussed our request, we agreed in the first instance to limit your initial disclosure to the period, 2006-2012; the original request had sought a disclosure of catalogues from the period, 1976 to the present. We now request that you expand the period of disclosure, to 1999 to 2016. We further request that, for each partial production of catalogue pages or hard copy advertisements, you identify which catalogue or other source such pages corresponds to in its productions.

In addition, we have not received from Remington any drafts or related communications that resulted in the advertisements and copy in the catalogues, much less other drafts of other advertisements and related marketing communications, in response to Requests 7 and 13 from Plaintiffs' First Set of Requests for Production of Documents, dated June 29, 2016, among other requests. We request that you promptly produce all such materials in Remington's possession, custody, or control.

Lastly, and of particular concern, Remington has produced *no* email communications to date. Plaintiffs are entitled to all internal and external communications responsive to Plaintiffs' discovery requests. Please inform when our clients can expect to begin to receive copies, in compliance with the ESI protocol, of responsive communications, including email communications.



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Our letter does not attempt to identify each and every deficiency is Remington's productions to date. However, as depositions are fast approaching, it is imperative that Defendants immediately produce the aforementioned information and categories of documents.

Respectfully yours,

/s/ Josh D. Koskoff
Josh D. Koskoff

cc: H. Christopher Boehning, Esq.
Jacobus J. Schutte, Esq.
Alinor C. Sterling, Esq.
Jeffrey W. Wisner, Esq.

Koskoff

KOSKOFF KOSKOFF & BIEDER PC

APPENDIX A

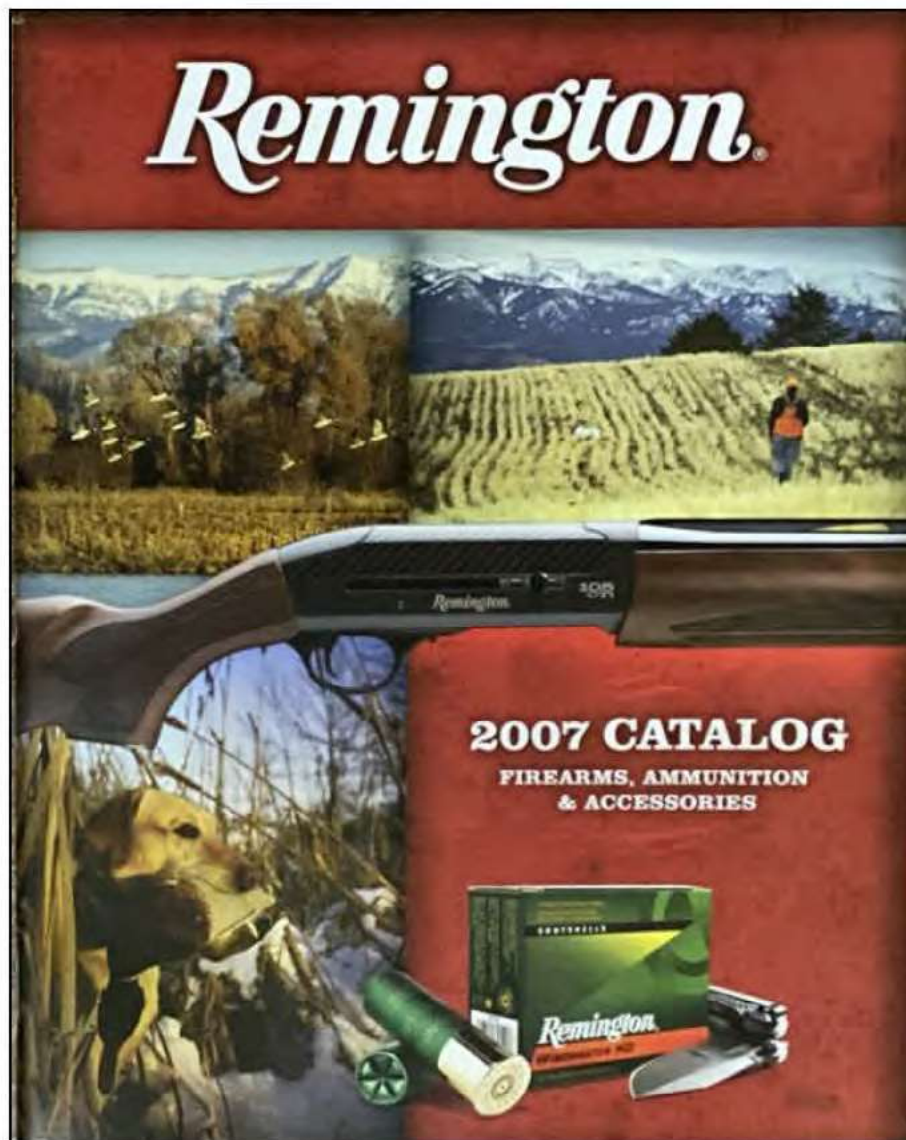
Example Catalogue Not Produced: DPMS 2007 Catalogue



Koskoff

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Example Catalogue Not Produced: Remington 2007 Catalogue

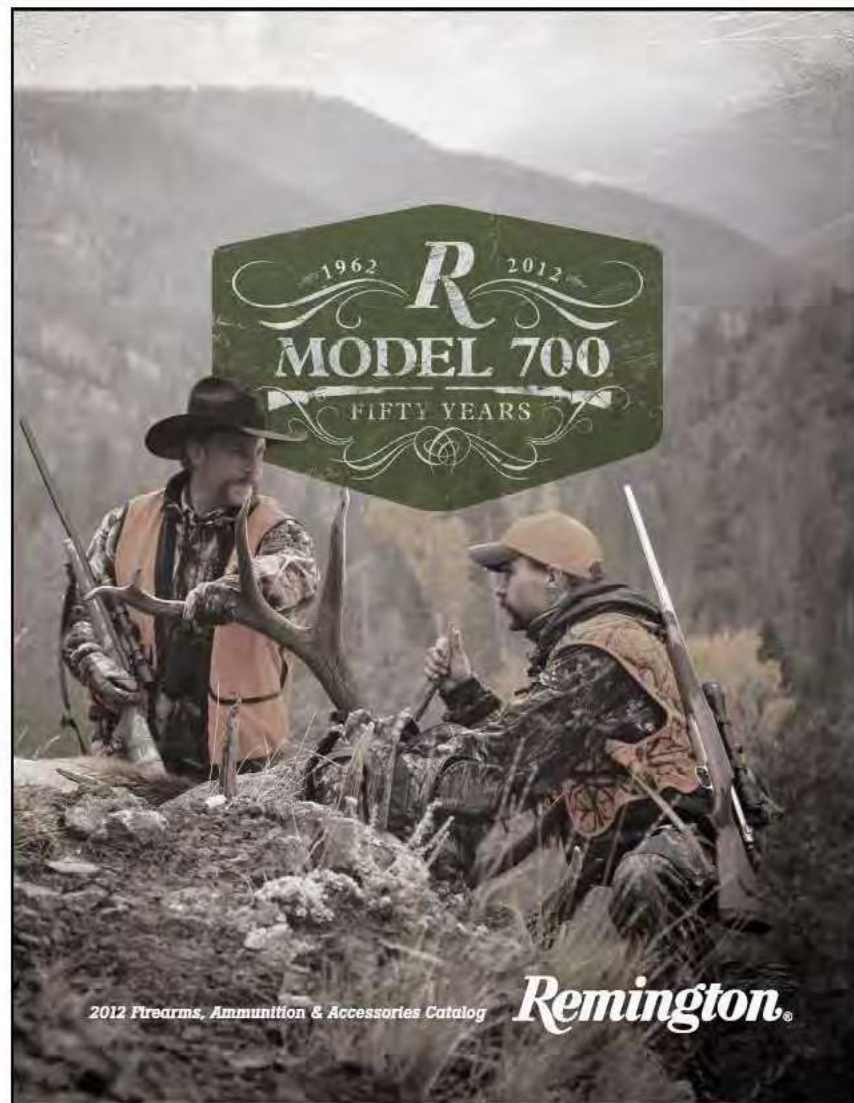


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APPENDIX B

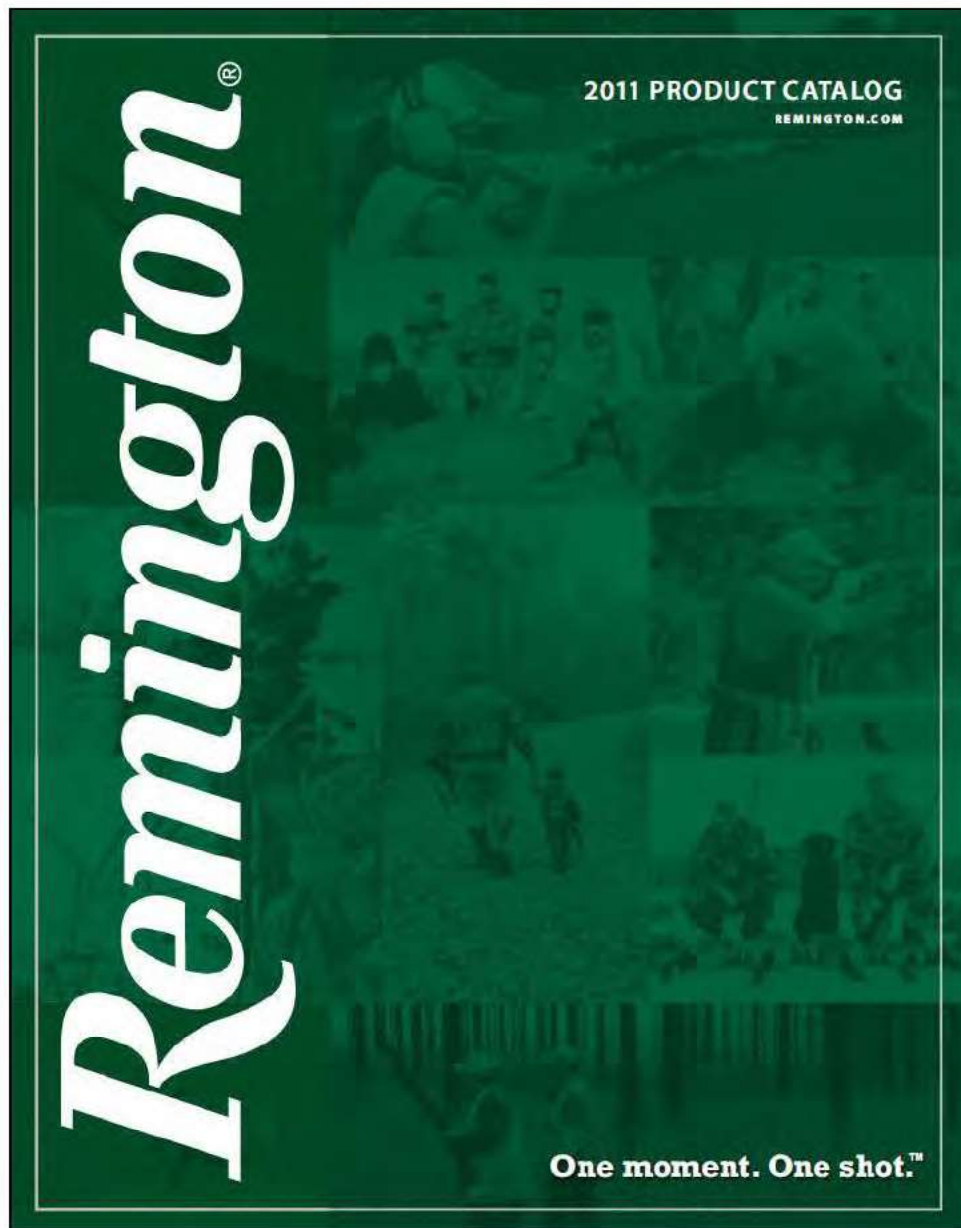
Example Catalogue Partially Produced: Remington 2012 Catalogue (136 pages)



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Example Catalogue Partially Produced: Remington 2011 Catalogue (112 pages)



Koskoff

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APPENDIX C

Example Video Not Produced in Watchable Form: Remington/DPMS June 2012 Video (Facebook)

**Remington Arms Company**
June 28, 2012 · 🌐

A closer look at the Reaper Z Camo Versa Max Tactical from DPMS Panther Arms Outbreak Omega 5 event.

This model was a special run for the event and not in production. Availability mentioned in the video is for the standard Versa Max Tactical.



First Look: Remington Versa Max Tactical in Zombie Reaper Z Camo
Daniel Cox of Remington Arms shows us the new Remington Versa Max Tactical in Zombie Reaper Z Camo at the 2012 DPMS Outbreak Omega zombie...
YOUTUBE.COM

 Like  Comment  Share

Bobby Stamey, Jacob S. Shuemaker Coffin, Darrin Presnell and 302 others like this.

Koskoff

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Example Video Not Produced in Watchable Form: Remington April 2012 Video (Facebook)

**Remington Arms Company**
April 2, 2012 · 🌐

Quick video of the new version of the ACR from Remington Defense. The Remington ACR is not available on the commercial market, but gives you a glimpse at some of the products we are developing for our military. Check it out.



Remington ACR-PDW
Remington Defense recently unveiled their new version of the ACR (Adaptive Combat Rifle) specifically for tactical groups and SWAT use. The ACR-C Personal De...
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EXHIBIT C

SWANSON, MARTIN & BELL, LLP

ATTORNEYS AT LAW
330 NORTH WABASH • SUITE 3300
CHICAGO, ILLINOIS 60611
(312) 321-9100 • FAX (312) 321-0990

James B. Vogts
Direct Dial: (312) 222-8517
jvogts@smbtrials.com

May 12, 2020

By Email

Joshua D. Koskoff
Koskoff, Koskoff & Bieder PC
350 Fairfield Avenue
Bridgeport, CT 06604

Re: *Soto v. Bushmaster Firearms International, et al.*

Dear Mr. Koskoff:

In your May 5 letter, you complain about the adequacy of Remington's ongoing production of documents. The timing and substance of your letter is curious to say the least. From the outset of this case, Remington has made clear that it has no interest in engaging in time consuming and expensive disputes over the discovery of relevant and non-privileged information and documents. It appears as if you are trying to manufacture a discovery dispute, when none exists.

First of all, you are aware that Remington is producing documents that are responsive to your clients' First, Second and Third Requests for Production of Documents on a rolling basis. The parties reached an understanding regarding Remington's rolling production during a January 31, 2020 telephone conference, in which we agreed that Remington's next document production would likely be made within 90 days, and would include production of ESI under the agreed-to ESI protocol. In the interim, Remington produced nearly 6,500 pages of documents on March 4, 2020. These documents supplemented the 3,500 pages of documents Remington produced in 2016, before the ESI protocol was entered. A further production will likely be made this summer in response to plaintiffs' recently served Third Request for Production of Documents.

When we spoke again on May 5, we told you that circumstances surrounding the pandemic had created some delay but that the additional set of documents, including ESI, would be produced in two to three weeks. Why you felt the need to need write a lengthy letter regarding alleged inadequacies in Remington's production of documents, including ESI, on the same day you were told that another round of documents, including a substantial amount of ESI, would soon be produced makes little sense.

SWANSON, MARTIN & BELL, LLP

Joshua D. Koskoff
May 12, 2020
Page 2

Second, in your letter, you complain about Remington's response to Plaintiffs' Second Set of Requests for Production, Number 3 because Remington has not produced full sets of Remington brand and DPMS brand product catalogs. Request number 3, however, requested production of Bushmaster brand catalogs only. As you know, Remington has produced Bushmaster brand product catalogues for the years 2006 to 2016.

We do not see the relevance of product catalogs for brands other than Bushmaster, or the relevance of catalogs, including Bushmaster catalogs, first published after the shooting occurred in 2012. Plaintiffs' narrow unsubstantiated claim is that in or prior to the 2012 shooting, advertisements for Bushmaster rifles in some manner inspired the shooter to commit his crimes. Thus, under your theory of liability, an advertisement first published after the shooting occurred could not have logically caused your clients damages. Nevertheless, without waiving our objections, and in the interest of compromise, we will produce Remington brand and DPMS brand catalogs for the years 2006 to 2016, to extent they are available.

Lastly, in your letter, you complain about Remington's production of social media content, specifically Instagram posts and embedded video postings. As you know, in 2016 Remington produced screen shots of historical social media postings on Facebook, Twitter and Instagram. (REM 00254 - 00580). To the extent that you want to view subsequent postings or any videos displayed in the 2016 screen shots, historical social media postings by Remington owned brands, including Bushmaster, remain publicly available on the internet.

If you have any questions, please let me know.

Very truly yours,

/s/ James Vogts

cc: Paul D. Williams
James H. Rotondo
Jeffrey P. Mueller
Andrew A. Lothson
H. Christopher Boehning
Jacobus J. Schutte
Alinor C. Stirling
Jeffrey W. Wisner

EXHIBIT D



KOSKOFF KOSKOFF & BIEDER PC

May 20, 2020

By Email

Paul D. Williams, Esq.
James H. Rotondo, Esq.
Jeffrey P. Mueller, Esq.
DAY PITNEY LLP
242 Trumbull Street
Hartford, CT 06103

James B. Vogts, Esq.
Andrew A. Lothson, Esq.
SWANSON MARTIN & BELL LLP
330 North Wabash, #3300
Chicago, IL 60611

Re: *Soto, et al. v. Bushmaster Firearms Int'l, LLC, et al.*

Dear Counsel:

We write to address several points in your May 12 letter that warrant correction or clarification, and to request a complete response to the deficiencies identified in our May 5 letter.

First, in your May 12 letter, you state that our letter “makes little sense” because we were supposedly aware that Remington intended to make an ESI production in the next two to three weeks. Not so. Our May 5 letter was sent prior to the parties’ meet-and-confer where you first advised us of this timetable. As you know, this meet and confer was scheduled to address Plaintiffs’ corporate designee deposition notice—not Remington’s outstanding document production. As you acknowledge in your letter, Remington had previously promised an ESI production by April 30. But, that production never arrived, nor had we received any indication from you that it would be forthcoming. We therefore do not understand your frustration at the timing of our May 5 letter. We also note that nowhere in your letter do you confirm that any of the deficiencies we have identified will be cured by your forthcoming ESI production.



KOSKOFF KOSKOFF & BIEDER PC

Second, in your May 12 letter, you incorrectly assert that Request Three in Plaintiffs' Second Set of Requests for Production asked for the production of "Bushmaster brand catalogs only." Request Three asked for all catalogues "produced by or at the behest of the Company or Bushmaster" from 1976 to the present. The Company, in turn, was defined as "Remington Outdoor Company, Inc., Remington Arms Company, LLC, and any and all subsidiaries, affiliated brands, and predecessor companies including but not limited to Freedom Group, Inc. and Bushmaster Firearms International, LLC, and including their current and former employees, agents, officers, directors, and representatives." Therefore, Remington's production of Bushmaster catalogues did not constitute a complete response to Request Three, nor will the production of Remington and DPMS product catalogues. Plaintiffs reserve their rights to request the production of product catalogues from additional brands. Moreover, your May 12 letter fails to address whether you will produce catalogues from 1999 to 2006 or identify previously produced loose pages of catalogues so that the pages can be tied to specific catalogues. Please advise whether Remington will produce all such materials and when.

Third, in your letter, you do not address whether Remington will produce drafts of and communications related to all advertisements, including, but not limited to, those published in Company catalogues or posted online through social media or otherwise. As you are well aware, Plaintiffs are entitled to discover not only the final version of Defendants' advertisements, but also all documents and communications that relate to deciding where, when, and what to publish. Please advise whether Remington's upcoming production will include such materials, and if not, when Remington will produce such materials.

Fourth, in your letter, you reject Plaintiffs' request for the images and videos embedded in Defendants' social media posts. Your suggestion that Plaintiffs simply search for and view these images online ignores Remington's obligation to produce such materials in a form that may be used at depositions and, ultimately, at trial. Moreover, we have no way of knowing if posts have been removed or modified, and the approach you suggest will create authentication issues at trial. We request that you produce native versions of all embedded images and videos posted to Defendants' social media accounts during the relevant period.

Finally, with regard to your May 8 letter, we acknowledge your identification of applicable and relevant insurance policies. While we don't need to debate whether your initial response was appropriate at this time, we request that you produce copies of each of these policies as soon as possible.



KOSKOFF KOSKOFF & BIEDER PC

By sending this letter, Plaintiffs are not waiving any of their rights, all of which are expressly reserved.

Respectfully yours,

/s/ Josh D. Koskoff
Josh D. Koskoff

Cc: H. Christopher Boehning, Esq.
Jacobus J. Schutte, Esq.
Alinor C. Sterling, Esq.
Jeffrey W. Wisner, Esq.

EXHIBIT E

SWANSON, MARTIN & BELL, LLP

ATTORNEYS AT LAW
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James B. Vogts
Direct Dial: (312) 222-8517
jvogts@smbtrials.com

May 22, 2020

By Email

Joshua D. Koskoff
Koskoff, Koskoff & Bieder PC
350 Fairfield Avenue
Bridgeport, CT 06604

Re: *Soto v. Bushmaster Firearms International, et al.*

Dear Mr. Koskoff:

The following will answer questions set forth in your May 20 letter:

- (1) We will produce the insurance policies. You should have them within the next couple weeks.
- (2) As I told you on May 5 in our telephone conference, the production you'll receive next week will include drafts of marketing materials and communications related to marketing materials.
- (3) You refer in your letter to our production of "loose pages of catalogues." Please provide Bates numbers for those documents and we will try to determine whether they are catalog pages and, if so, in what catalogs they appeared.
- (4) With respect to social media content, the company does not maintain a separate archive dedicated to the social media content it has posted. However, we believe the company, as owner of the accounts, can download the content from the social media sites it has used. If that proves to be the case, we will produce the downloaded content. That should address your concern about authenticity.
- (5) With respect to product catalogs, the Remington owned brands that have manufactured and sold AR-type firearms are Remington, DPMS and Bushmaster. We've already produced Bushmaster catalogs for the years 2006 – 2016, and have now searched for earlier catalogs and found 2004 and 2005 catalogs, which we will be included in next week's production. Recall that Bushmaster was not acquired until 2006, and earlier catalogs were not created under the defendant's ownership of the company. We have also

SWANSON, MARTIN & BELL, LLP

Joshua D. Koskoff
May 22, 2020
Page 2

agreed to produce—over objections—Remington catalogs for the years 2006 - 2016, and DPMS catalogs for the same years, to the extent they are available (DPMS was acquired in 2007). These catalogs will be produced shortly. However, we would like to have a discussion on why we should undertake the additional burden and expense of producing marketing materials for any of the other brands given your clients' narrow claim that Bushmaster AR-type rifle advertisements and marketing motivated Adam Lanza to commit his crimes. Those brands, as you are surely aware, manufactured and sold traditional and vintage hunting rifles and shotguns, premium hunting ammunition, and rifle optics, not AR-type rifles. We are willing to consider your position with regard to catalogs for these other brands, but right now we don't see the relevance to your clients' claims—only unnecessary burden and expense. We should discuss this subject further.

Lastly, there are experienced trial counsel on both sides in this case, but lately it appears that plaintiffs' approach is to increase the burden and expense of discovery rather than thoughtfully prepare the case for trial. The case has now been narrowed to a single and fairly simple claim, and discovery should be equally narrow and simple. From the outset, we've tried to make clear that Remington will cooperate in discovery and has no interest in fighting over reasonable discovery requests. We have been fully cooperative with such requests thus far, and will continue to be cooperative provided that plaintiffs recognize their obligation to reasonably tailor their requests to the claim they are making.

If you have any further questions, please call me.

Very truly yours,

/s/ James Vogts

cc: Paul D. Williams
James H. Rotondo
Jeffrey P. Mueller
Andrew A. Lothson
H. Christopher Boehning
Jacobus J. Schutte
Alinor C. Sterling
Jeffrey W. Wisner

EXHIBIT F

From: James Vogts <jvogts@smbtrials.com>
Sent: Tuesday, June 2, 2020 10:48 AM
To: Alinor C. Sterling; Josh D. Koskoff; Jeffrey Wisner; Boehning, Christopher; Schutte, Jacobus
Cc: Williams, Paul D.; Rotondo, Jim; Mueller, Jeff; Andrew Lothson
Subject: Soto

Alinor, I can tell you right now that on or prior to June 22—the date on which our response to Plaintiffs’ Third Request for Production is due—we will be making another rolling production of ESI under the ESI Protocol, including additional email communications on AR-type rifle marketing topics. We will also be producing downloaded social media content across the Remington brands (including all embedded videos), the insurance policies, and additional Remington and DPMS product catalogs.

We are still in the middle of producing responsive documents, and are working diligently on making additional productions. Some of the work required to get these productions to you cannot be done remotely, and our offices have been closed since mid-March due to the pandemic, and more recently because of street violence in Chicago, which has limited access to the downtown area. (Our offices are across the street from Trump Tower, in the area where protests were focused and where substantial looting and property damage occurred.) Nevertheless, we are working to get the documents to you.

If you need any further information on the status of our document production, please let me know with some specificity what you’d like to know and I’ll do my best to answer your questions.

Jim

James Vogts
Swanson, Martin & Bell LLP
330 N. Wabash Suite 3300
Chicago, IL 60611
(312) 222-8517

EXHIBIT G

No. X06-UWY-CV15-6050025-S	:	SUPERIOR COURT
	:	
DONNA L. SOTO, ADMINISTRATRIX OF	:	COMPLEX LITIGATION DOCKET
THE ESTATE OF VICTORIA L. SOTO, ET AL.	:	
	:	AT WATERBURY
V.	:	
	:	
BUSHMASTER FIREARMS	:	JUNE 22, 2020
INTERNATIONAL, LLC, ET AL.	:	

**REMINGTON’S NOTICE OF OBJECTIONS TO
PLAINTIFFS’ THIRD SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

Pursuant to Practice Book §§ 13-8 and 13-10, Defendants Remington Arms Company, LLC and Remington Outdoors Company, Inc. (“Remington”), through their counsel, hereby give notice of their objections to Plaintiffs’ Third Set of Requests for Production of Documents.

1. True, accurate, and complete copies of each and every Advertisement for Assault Rifles that is or was available or accessible in Designated Market Areas that include Connecticut or to a national audience since January 1, 1999.

OBJECTION AND RESPONSE: Defendants object to the production of advertisements first published after the December 14, 2012 shooting on the ground that they are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence on Plaintiffs’ sole remaining claim that the content of an advertisement published by the Defendants prior to the shooting motivated Adam Lanza to commit his crimes. The Connecticut Supreme Court allowed Plaintiffs to proceed with a CUTPA claim based only on the “narrow” and “limited” theory that Remington wrongfully marketed the AR-type rifle used in the shooting by allegedly promoting its use by civilians for criminal purposes (offensive, military style attack missions) and that such marketing motivated Adam Lanza to commit his crimes. *Soto v. Bushmaster Firearms Int’l, LLC*, 331 Conn. 53, 65-66, 69-70, 74-75, 87 (2019). Thus, any advertisement for an AR-type rifle that was first published after the shooting, which Lanza could not have seen and could not have motivated him to kill innocent persons, has no bearing on the issues in this case. Defendants further object to this request on the ground that Plaintiffs have agreed (and again confirmed by Plaintiffs at the June 15, 2020 Status Conference) that the relevant time period for discovery is January 1, 2006 to December 14, 2012. Defendants have relied on that agreement in collecting, reviewing, and producing documents under the ESI Protocol since its entry as a court order in August 2016. Defendants also object on the ground that this request is duplicative of prior requests served by Plaintiffs. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce copies of Defendants’ advertisements for AR-type rifles published during the agreed-to time period of January 1, 2006 to December 14, 2012.

2. All Documents concerning any Social Media Marketing Campaigns, including any referenced in or related to the Advertisements referenced in Request 1, above, including but not limited to Your policies, procedures, and practices for posting content on Social Media, reposting user generated content on Social Media, selecting and referencing hashtags on Social Media posts, drafting Social Media captions, tagging third party individuals or entities on Social Media posts, recruiting Social Media users to promote Your products on their personal accounts, and any and all web analytics and data related to consumer traffic for Your Social Media content.

OBJECTIONS AND RESPONSE: Defendants object to production of social media content first posted after the December 14, 2012 shooting on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence on Plaintiffs' sole remaining claim that the content of an advertisement published by the Defendants prior to the shooting motivated Adam Lanza to commit his crimes. The Connecticut Supreme Court allowed Plaintiffs to proceed with a CUTPA claim based only on the "narrow" and "limited" theory that Remington wrongfully marketed the AR-type rifle used in the shooting by allegedly promoting its use by civilians for criminal purposes (offensive, military style attack missions) and that such marketing motivated Adam Lanza to commit his crimes. *Soto v. Bushmaster Firearms Int'l, LLC*, 331 Conn. 53, 65-66, 69-70, 74-75, 87 (2019). Thus, any social media content or documents concerning AR-type rifles that Defendants first posted after the shooting, which Lanza could not have seen and could not have motivated him to kill innocent persons, has no bearing on the issues in this case. Defendants also object to this request on the ground that Plaintiffs have agreed (and again confirmed at the June 15, 2020 Status Conference) that the relevant time period for discovery is January 1, 2006 to December 14, 2012. Defendants have relied on that agreement in collecting, reviewing and producing documents under the ESI Protocol since its entry as a court order in August, 2016. Defendants further object to this request on the ground that Plaintiffs' definition of "Document" is overly broad, unduly burdensome and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce—without regard to the time period—available downloads of social media content present on Defendants' social media accounts (Facebook, Twitter, You Tube and Instagram) they have owned. Defendants will also produce documents reflecting its analysis of social media use and internet traffic during the agreed-to time period of January 1, 2006 to December 14, 2012.

3. A list of all domain names or sub-domain names owned or controlled by You, including but not limited to the domain names listed in Appendix A.

OBJECTIONS AND RESPONSE: Defendants object to this request on the ground that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs have not alleged—nor is there evidence—that Adam Lanza was motivated to commit his crimes by information found on an internet site owned by the Defendants, or any of the more than 450 domain name sites listed by Plaintiffs on Exhibit A. Defendants further object on the grounds that this request is not limited to the agreed-to time period of January 1, 2006 to December 14, 2012, and it is not limited by subject matter, specifically to internet domains related to the narrow subject matter of this case—Defendants' marketing of AR-type rifles. Defendants market and sell

a wide variety of firearms, firearms accessories, ammunition, outdoor sporting goods, and related merchandise, which are not the subject matter of this case, and the request for documents concerning internet domains dedicated to products not at issue in this case is overly broad. Subject to and without waiving these objections, Defendants state that they do not maintain a list of domain names they have owned and registered.

4. All Documents concerning any domain names or sub-domain names owned or controlled by You, including but not limited to those domain names referenced in Appendix A, and any web analytics or other data related to those domains.

OBJECTIONS: Defendants object to this request on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs have not alleged—nor is there evidence—that Adam Lanza was motivated to commit his crimes by information found on an internet site owned or registered by the Defendants, or any of the more than 450 domain names listed by Plaintiffs on Exhibit A. Defendants further object to this request on the ground that (a) Plaintiffs’ definition of “Document” is overly broad, unduly burdensome, and not in accordance with the definition of “Document” provided in Practice Book Section 13-1(c)(2); (b) this request is not limited to the agreed-to time period of January 1, 2006 to December 14, 2012; and (c) this request is not limited by subject matter, specifically to internet domains related to the narrow subject matter of this case—Defendants’ marketing of AR-type rifles. Defendants market and sell a wide variety of firearms, firearms accessories, ammunition, outdoor sporting goods, and related merchandise, which are not the subject matter of this case, and the request for documents concerning internet domains dedicated to products not at issue in this case is overly broad.

5. Documents sufficient to show on what dates, in what localities or Designated Market Areas, and on what media platforms and third-party websites You disseminated, published, posted, distributed, and/or broadcast each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants’ Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objection. Subject to and without waiving these objections, Defendants will produce documents showing the media platforms and dates on which it published and otherwise disseminated advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012, to the extent such documents are available. Defendants have not found documents indicating that advertisements for these products were focused on specific geographic localities.

6. Documents sufficient to show Your participation in behavioral targeted advertising, including but not limited to canvas fingerprinting, cookie syncing and other methods to track Your Target Market and other consumers’ behavior and preferences online.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the

discovery of admissible evidence. Defendants further object to this request on the grounds that (a) Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2); (b) this request is not limited to the agreed-to time period of January 1, 2006 to December 14, 2012; and (c) this request is not limited by subject matter, specifically to the narrow subject matter of this case—Defendants' marketing of AR-type rifles. Defendants market and sell a wide variety of firearms, firearms accessories, ammunition, outdoor sporting goods, and related merchandise, which are not the subject matter of this case, and the request for documents concerning targeted advertising dedicated to products not at issue in this case is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce relevant market research studies, consumer segmentation reports, customer and consumer surveys, and related documents concerning AR-type rifles for the agreed-to time period of January 1, 2006 to December 14, 2012.

All renditions and versions of the Advertisements referenced in Request 1, above, including but not limited to any drafts, alternate versions, storyboards, outtakes, animatics, and sketches.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Response to Request No. 1, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce drafts and alternative versions of advertisements for AR-type rifles in their possession for the agreed-to time period of January 1, 2006 to December 14, 2012.

7. All Documents concerning the creation, development, or editing of each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce drafts and alternative versions of advertisements for AR-type rifles in their possession for agreed-to time period of January 1, 2006 to December 14, 2012.

8. Documents sufficient to identify any and all persons and entities responsible for creating, developing, and approving each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce documents sufficient to identify Defendants' employees and outside entities who had responsibility for advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012.

9. All Documents concerning any communications to or from any advertising, marketing, media, public relations, or similar consultants employed to assist You in developing, maintaining, marketing, or distributing an Assault Rifle under the Remington or Bushmaster brands, including without limitation all communications with Brown & Company; Gyro; Activision Value Publishing, Inc.; Mastiff, LLC; Mastiff Games, LLC; Nexon America, Inc.; other Nexon entities; Retail Sports Marketing; Campbell Ewald; Hill & Knowlton; Southwick Associates; Combat Arms; Sports Marketing Research Group; SportsOneSource; the National Shooting Sports Foundation; and the National Rifle Association.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time and not limited to communications with outside entities concerning advertisements published during the agreed-to time period of January 1, 2006 to December 14, 2012. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving this objection, Defendants will produce documents reflecting communications with outside business entities with which Defendants employed to assist the marketing and development of advertisements for AR-type rifles in their possession during the agreed-to time period of January 1, 2006 to December 14, 2012.

10. All Documents concerning any communications to or from any television network, cable television, streaming service, digital media, Social Media, radio, or other commercial platform relating to the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and subdomain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce documents reflecting communications with such business entities concerning advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012.

11. All Documents concerning any communications to or from any advertising agency or entity employed to assist You in developing, maintaining, marketing, or distributing any of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and subdomain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce communications with outside entities that Defendants retained to develop and market advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012.

12. All Documents concerning any communications to or from freelancers, influencers, or individuals paid or encouraged to post positive reviews or otherwise promote, develop, maintain, market, or distribute any of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce communications with individuals Defendants retained to promote Defendants' AR-type rifles in their possession during the agreed-to time period of January 1, 2006 to December 14, 2012.

13. All Documents concerning any Marketing Campaigns or strategies related to the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, including but not limited to any efforts to sponsor or pay to display the Advertisements, campaigns, domain, or sub-domain names on Social Media or other platforms, any algorithms or other means used to ensure that the Advertisements, campaigns, domain, and subdomain names reached particular audiences on Social Media or other platforms, and any research used to identify the individuals or demographics viewing the Advertisements, campaigns, domain, and sub-domain names on Social Media or other platforms, including but not limited to their characteristics, backgrounds, likes, and dislikes.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Defendants also object on the ground that this request is duplicative of prior requests. Subject to and without waiving these objections, Defendant refers Plaintiffs to Defendants' Responses to Requests Nos. 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, and 13, and the documents identified in those responses.

14. All Documents concerning Your Target Market, including but not limited to any research regarding Your Target Market and any strategies and Marketing Campaigns related to attracting Your Target Market.

OBJECTIONS AND RESPONSE: Defendants object on the ground that this request is duplicative of prior requests. Responsive materials are being withheld on the basis of those prior objections. Subject to and without waiving these objections, Defendants refer Plaintiffs to Defendants' Responses to Requests Nos. 5, 6, 7, 8, 10, 11, 12, 13 and 14, and the documents identified in those responses.

15. All Documents concerning buying patterns of Your Target Market, including but not limited to patterns regarding the purchasing of Assault Rifles; patterns regarding the purchasing of assault rifles as gifts; patterns regarding proxy or straw purchasing of Assault Rifles; and patterns regarding purchasing of Assault Rifles by one family member for the use of another family member.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that this request is duplicative of prior requests, and that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Defendant further objects on the ground that this case does not involve an illegal straw purchase of a firearm, and any documents in Defendants'

possession regarding illegal straw purchases from retail dealers are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce research concerning the purchasing habits and desires of AR-type rifle owners and potential purchasers conducted during the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants will also produce documents concerning the lawful use of firearms by family members for hunting and sporting purposes. Defendants have not located documents concerning consumer purchases of firearms as gifts.

16. All Documents concerning any complaints, questions, or comments by any persons, including but not limited to consumers and government agencies or entities, regarding the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, including but not limited to any complaints, questions, or comments regarding the Firearms depicted in the Advertisements, Social Media campaigns, domains, or subdomains.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time and not limited to the agreed-to time period of January 1, 2006 to December 12, 2012. Defendants also object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Subject to and without waiving these objections, Defendants have not located complaints from consumers or governmental agencies regarding its advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012.

17. All Documents concerning any communications to or from Your competitors regarding the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and subdomain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Subject to and without waiving these objections, Defendants have not located communications from competitors regarding Defendants' advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012.

18. All Documents concerning any research, studies, surveys, focus groups, or other tests regarding consumer perceptions of, opinions of, or reactions to your Marketing Campaigns including each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that Plaintiffs'

definition of “Document” is overly broad, unduly burdensome, and not in accordance with the definition of “Document” provided in Practice Book Section 13-1(c)(2). Subject to and without waiving these objections, Defendants have not located studies or research concerning consumer perception of AR-type rifle advertisements that they published during the agreed-to time period of January 1, 2006 to December 12, 2012.

19. All Documents concerning any research, studies, surveys, focus groups, or other tests regarding the effect of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain or sub-domain names in Request 3 and 4, above, on consumer motivations for purchasing Firearms, including but not limited to those Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that Plaintiffs’ definition of “Document” is overly broad, unduly burdensome, and not in accordance with the definition of “Document” provided in Practice Book Section 13-1(c)(2). Subject to and without waiving these objections, Defendants have not located studies or research concerning the effect of Defendants’ AR-type rifle advertisements, published during the agreed-to time period of January 1, 2006 to December 14, 2012, on consumer purchasing decisions.

20. All contracts with any third-party advertising, marketing, or design agencies.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that that the subject matter of this request is overly broad because it is not limited to contracts with third party agencies that worked with Defendants on AR-type rifle advertisements in the relevant time period. Subject to and without waiving these objections, Defendants’ investigation continues as to whether any third party agency that worked with Defendants on AR-type rifle advertisements in the relevant time period did so under the terms of a written contract.

21. All marketing plans and creative briefs, including but not limited to internal creative briefs and creative briefs made by or for third-party advertising, marketing, or design agencies, created or used since January 1, 1999.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad and unduly burdensome. Plaintiffs’ sole remaining claim in this case is that an advertisement for Defendants’ AR-type rifles, published by the Defendants prior to the shooting, motivated Adam Lanza to commit his crimes. This request seeks “marketing plans and creative briefs” concerning all products manufactured and sold by Defendants, including shotguns, bolt-action rifles, single-shot rifles, ammunition, firearms optics and firearm related accessories. Marketing plans and creative briefs concerning products not at issue in this case are neither relevant nor reasonably calculated to lead to

the discovery of admissible evidence. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce marketing plans and creative briefs in its possession concerning Defendants' AR-type rifles created during the agreed-to time period of January 1, 2006 to December 14, 2012.

22. All Documents concerning any product placement of Assault Rifles, including but not limited to video games, television shows, movies, or other types of media, since January 1, 1999.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce documents concerning use of Defendants' AR-type rifles and images of such rifles in video games, movies and television shows.

23. All Documents concerning any actual or contemplated test, study, analysis, or evaluation considered, undertaken, or designed to prove, substantiate, disprove, or evaluate any statement or claim made in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS: Defendants object to this request on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Countless statements were made in Defendants' advertisements for AR-type rifles during the relevant time period that have no possible relevance to Plaintiffs' claim that advertising content motivated Adam Lanza to commit his crimes, including statements regarding the rifles' accuracy, durability, reliability, specifications, and materials, none of which are alleged to have motivated Adam Lanza to kill innocent persons. For example, statements such as "[s]tainless steel provides corrosion resistance and great durability" and "[a]s a Bushmaster is assembled, it undergoes a more stringent series of inspections than you'll find anywhere in the industry" are statements that have no potential bearing on issues in this case, and Defendants should not have to undertake the burden and expense of searching for and producing supporting documents for such patently immaterial statements. Indeed, plaintiffs have not alleged in their Revised Second Amended Complaint that any specific statement or claim made in Defendants' advertisements motivated Lanza to commit his crimes. In the absence of specific allegations that certain advertisement statements were causally related to the shooting, Defendants should not bear the burden and expense of producing documents substantiating any statements or claims made in its advertisements. Defendants also object

to this request on the ground that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections.

24. All Documents substantiating any claims made in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, regarding the specifications, benefits, safety, performance, efficiency, quality, or nature of the Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS: See Defendants' Objections to Request No. 24, above. Responsive materials are being withheld on the basis of these objections.

25. All Documents concerning the target and actual or realized demographics associated with any marketing strategies since January 1, 1999, including but not limited to each of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2); and this request is not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce relevant market research studies, consumer segmentation reports, customer and consumer surveys, and related documents concerning AR-type rifles for the agreed-to time period of January 1, 2006 to December 14, 2012.

26. All research conducted on and communications concerning any national or Connecticut Firearms laws, statutes, regulations, court orders, court opinions, and executive orders, and all Documents concerning the Advertisements' compliance with those laws, statutes, regulations, court orders, court opinions, and executive orders.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is vague, overly broad, unduly burdensome and seeks materials and information protected by the attorney-client and work product privileges. This request, in part, seeks research on firearms-related legal issues wholly unrelated to this case. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Responsive materials reflecting attorney-client communications and the work product of defense counsel in this case after suit was filed in December 2014 are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants' advertisements for AR-type rifles did not violate any national or state laws, statutes, regulations, court

orders, court opinions or executive orders. Defendants do not possess non-privileged documents responsive to this request.

27. All marketing, advertising or ethical guidelines, statutes, or decisional law consulted by You in connection with the development or dissemination of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Subject to and without waiving these objections, Defendants' advertisements for AR-type rifles did not violate any such guidelines, statutes or decisional law, and Defendants have not located documents responsive to this request.

28. All Documents concerning Your efforts to comply with any national or Connecticut advertising or marketing laws, statutes, regulations, or guidelines, including but not limited to those related to privacy or child protection, such as the Children's Online Privacy Act ("COPPA"), those related to advertising or marketing ethics, Firearms industry guidelines, FTC rulings and/or standards, Connecticut trade practice guidelines, and guidance from the National Advertising Division of the Better Business Bureau.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is vague, overly broad and unduly burdensome. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Subject to and without waiving these objections, Defendants' advertisements for AR-type rifles did not violate any advertising or marketing laws, statutes, regulations, or guidelines, and Defendants have not located documents responsive to this request.

29. All Documents concerning the risks of keeping an Assault Rifle in the home, including but not limited to any studies, reports, news articles, surveys, or communications, whether created by You or a third party.

OBJECTION AND RESPONSE: Defendants object to this request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. This case does not involve a negligent entrustment of a firearm or a firearm-related accident or shooting involving an AR-type rifle in the home. Subject to and without waiving these objections, Defendants have not located any documents responsive to this request.

30. All Documents concerning how to address mass shootings, school shootings, domestic violence, and any other potential crimes that may impact Your business.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is vague and overly broad. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with

the definition of “Document” provided in Practice Book Section 13-1(c)(2). to and without waiving these objections, Defendants have not located documents concerning “how to address” the deliberate criminal misuse of lawfully manufactured, sold and possessed firearms.

31. All Documents concerning any communications to or from the National Rifle Association, National Shooting Sports Foundation, or any other trade or industry organization or its subsidiary or affiliate regarding the development, marketing, or selling of Assault Rifles.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs’ definition of “Document” is overly broad, unduly burdensome, and not in accordance with the definition of “Document” provided in Practice Book Section 13-1(c)(2). Responsive materials reflecting attorney-client communications and the work product of defense counsel in this case after suit was filed in December 2014 are being withheld on the basis of these objections. Subject to and without waiving these objections, communications with the National Shooting Sports Foundation concerning the market for AR-type rifles, the demographics of their owners, and the use of AR-type rifles in the shooting sports and other lawful activities will be produced. Defendants have not located documents reflecting communications with the National Rifle Association on these subjects.

32. All Documents concerning any mailing lists You have received, bought, or sold for direct or other Marketing Campaigns, including any purchased or obtained from the National Rifle Association, National Shooting Sports Foundation, or any other trade or industry organization or its subsidiary or affiliate since January 1, 1999.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs’ definition of “Document” is overly broad, unduly burdensome, and not in accordance with the definition of “Document” provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, documents describing mailing lists Defendants have used in marketing campaigns for AR-type rifles between January 1, 2006 and December 14, 2012 will be produced.

33. All Documents concerning any communications to or from Cerberus regarding the development, marketing, or selling of Firearms since January 1, 1999, including any marketing plans, sales projections, and marketing or advertising budgets.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad and unduly burdensome. Plaintiffs’ sole remaining claim in this case is that the content of an advertisement for Defendants’ AR-type rifles, published by the Defendants prior to the shooting, motivated Adam Lanza to commit his crimes. This request seeks communications regarding development, marketing, selling, marketing plans, sales projections, and marketing and advertising budgets concerning all types of firearms

manufactured and sold by Defendants, including numerous models of shotguns, bolt-action rifles, single-shot rifles, and handguns over more than a 20-year period. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce communications with Cerberus employees concerning marketing of Defendants' AR-type rifles in their possession during the agreed-to time period of January 1, 2006 to December 14, 2012.

34. Documents sufficient to identify all past or present complaints to You, complaints to the National Advertising Division or Children's Advertising Review Unit of the Better Business Bureau, FTC, or other regulatory body, civil or criminal complaints, claims, lawsuits, court proceedings, and/or administrative or other proceedings against You in any jurisdiction within the United States concerning any of the Assault Rifles depicted in the advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the ground that this request is overly broad in subject matter. Plaintiffs' sole remaining claim in this case is that the content of an advertisement for Defendants' AR-type rifles, published by the Defendants prior to the shooting, motivated Adam Lanza to commit his crimes. Any "complaints" received by Defendants that are unrelated to Defendants' advertisements for AR-type rifles (e.g., product liability claims based on alleged product defects) are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants have not located any such complaints regarding its advertisements for AR-type rifles.

35. True and correct copies of Your organizational charts for each division (and each department therein) responsible for the creation, development, advertising, marketing, promotion, or sale of any of the Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the ground that this request is overly broad in subject matter. Plaintiffs' sole remaining claim in this case is that the content of an advertisement for Defendants' AR-type rifles, published by the Defendants prior to the shooting, motivated Adam Lanza to commit his crimes. Documents concerning "divisions" and "departments" responsible for the "creation" and "development" of the firearms themselves are neither relevant nor reasonably calculated to lead to the discovery

of admissible evidence. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, organizational charts for company departments, including departments responsible for marketing AR-type rifles, have been produced. (REM 03212-3257; REM 03886-040003; REM 08555-08582; and REM 08930-09047).

36. All Documents, including but not limited to agendas, minutes, recordings, summaries, or reports, reflecting meetings, whether formal or informal, of Your board of directors or any committee or subcommittee thereof, discussing Your Assault Rifle Marketing Campaigns, the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, any Firearms depicted in those Advertisements, Social Media campaigns, domain and sub-domain names or any other topic in these Requests.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving this objection, documents concerning Board of Director attention to AR-type rifle advertisements will be produced.

37. To the extent not already requested in Requests 2, 14, 15, 33 and/or 37, all Documents concerning any Marketing Campaign for Assault Rifles.

OBJECTIONS AND RESPONSE: Defendants object to this request as duplicative of prior requests, and incorporate herein their Objections and Responses to Requests Nos. 2, 14, 15, 33, and 37.

DEFENDANTS REMINGTON ARMS
COMPANY LLC AND REMINGTON OUTDOOR
COMPANY, INC.

By: /s/ James B. Vogts

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CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Notice of Objections has been e-mailed this 22nd day June, 2020, to all counsel of record as follows:

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Docket Number:	UWY-CV-15-6050025-S
Case Name:	SOTO, DONNA L., ADM OF THE ESTATE OF VICTORIA L. S Et Al v. BUSHMASTER FIREARMS INTERNATIONAL, LLC AKA FREEDOM Et Al
Type of Transaction:	Pleading/Motion/Other document
Date Filed:	Jun-22-2020
Motion/Pleading by:	DAY PITNEY LLP (014229)
Document Filed:	312.00 OBJECTION TO INTERROGATORIES/PRODUCTION PB 13-8 and 13-10 Remington's Notice of Objections to Plaintiffs' Third Set of Requests for Production of Documents
Date and Time of Transaction:	Monday, June 22, 2020 11:12:21 AM

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EXHIBIT H



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July 2, 2020

By Email

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Re: *Soto, et al. v. Bushmaster Firearms Int'l, LLC, et al.*

Dear Counsel,

On June 26 and July 1, we met and conferred on outstanding objections to interrogatories and requests for production advanced in DN 2141, 2162, 2393, and 2404. This letter summarizes the results of those meetings to date. As we have discussed, Remington will respond to this letter stating its agreement or disagreement with this summary.

Interrogatories /RFPs Remaining in Dispute

The following interrogatories and requests for production remain in dispute and may need to be claimed for judicial resolution:

- 1. DN 216, RFP #17: “Any statements, documents, and/or communications concerning the December 14, 2012 mass shooting at Sandy Hook Elementary School and/or concerning the events which are the subject of this Complaint.”**

Remington objected to this RFP in its initial May 16, 2016 objections. At the June 26 meet and confer, counsel for Remington explained that their concern is that this RFP seeks a search of all employees’ communications, and so is burdensome and overbroad. Counsel indicated that no search had been conducted in response to this RFP. While counsel at one point indicated that statements made after the December 14, 2012 shooting are not relevant to the case, it is our understanding based on our further discussions that no relevance objection is being maintained.

1 DN 214, Pls.’ Objs. Def. Remington’s First Reqs. Produc. Dated May 26, 2016.

2 DN 216, Remington’s Objs. & Resp. Pls.’ First Rev. Reqs. Produc.

3 DN 239, Defs.’ Objs. & Resp. Pls.’ First Interrogs.

4 DN 240, Remington’s Objs. & Resp. Pls.’ Second Reqs. Produc. Docs.

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In response, we clarified that we are seeking a reasonable search of custodial emails, files, and records. We followed up on this clarification with a June 30 email in which we offered to narrow the request to: “Any statements, documents, and/or communications concerning the December 14, 2012 mass shooting at Sandy Hook Elementary School, including statements, documents, and/or communications concerning responses to the shooting and/or the shooter.”

When the parties reconvened on July 1, the defendants indicated that the time frame of the request remained an issue and that counsel was not prepared to resolve that issue, or to respond to the June 30 proposal. Remington’s counsel indicated that a meeting with its client is scheduled to take place sometime before Friday July 3, and that the defense will have a response by July 3.

2. **DN 239, Interrogatory #7: “Identify the individual or individuals whose job description or responsibilities most closely correspond(s) to the subjects listed below and provide the dates such individual held such responsibilities and the individual’s title at the time he or she held those responsibilities. State whether each individual listed is currently employed by the Company, and, if so, in what capacity and where such individual is presently employed.”**
 - a. **Sales of AR-15 type rifles to major chain retail stores such as Wal-Mart and Dick’s Sporting Goods**
 - e. **Distribution and sale of AR-15 type rifles to the civilian market;**
 - f. **Sales of AR-15 type rifles to law enforcement markets;**
 - bb. **Acquisition of the Bushmaster brand and/or Bushmaster Firearms International, LLC by the Company and/or Cerberus Capital Management. This subpart of this Interrogatory seeks information from the point in time at which the acquisition of the Bushmaster brand and/or Bushmaster Firearms International, LLC was first contemplated;**
 - cc. **Development of the Company’s Code of Business Conduct and Ethics or similar document**

At the June 26 meet and confer, counsel for Remington indicated that they had been working on a response to this Interrogatory. Counsel indicated that Remington maintains its objection to the time period for this Interrogatory. In response, we offered to narrow the time period of the request to January 1, 2006-December 31, 2016. This issue was to be revisited at the July 1 meet and confer. However, defendants’ counsel were not prepared to address it at that time and have indicated a response will be provided by July 3.

At the July 1 meet and confer, Remington’s counsel advised that Remington has no objection to responding to subparts (a), (e), (f), (bb) and (cc) of this interrogatory.

3. **DN 240, RFP #1: “Annual/corporate reports produced by or at the behest of the Company” and
DN 240, RFP #2: “Annual/corporate reports produced by or at the behest of Bushmaster Firearms International, LLC a/k/a/ Bushmaster Firearms from 1976 to the present.”**

At the June 26 meet and confer, Remington’s counsel indicated that Remington maintains its objections to the time frame of this request and seeks clarification of what “Annual/corporate reports” means. By email dated June 30, we clarified that “annual/corporate reports” seeks “1) reporting to

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regulators and governmental entities (for example the SEC, ATF, etc.); and 2) internal, regular and event-triggered reporting to parent entities, relevant boards of directors, and/or investors.” In the July 1 meet and confer, Remington asked that we clarify what “event-triggered” means. By email later that day, we withdrew that term. To sum up, plaintiffs’ final clarification of the request is as follows: “These requests seek 1) reporting to regulators and governmental entities (for example the SEC, ATF, etc.); 2) internal and regular reporting to parent entities, relevant boards of directors, and/or investors.” Remington will respond by July 3 regarding whether it will withdraw objection in response to this clarification.

We also offered to limit the time period for these requests to January 1, 2006 to December 31, 2016. Remington was not prepared to respond at the July 1 meet and confer and has promised to have a response by July 3.

4. DN 240, RFP #4: “The Company’s Code of Business Conduct and Ethics and/or any similar document regardless of its title.”

At the June 26 meet and confer, we asked whether defendants have or would produce anything responsive to this request other than the BFI Employee Policy Handbook, which had been previously produced. Counsel for Remington indicated that some additional responsive materials had been produced in response to other production requests.

Counsel for Remington explained that Remington’s objection is only to the time frame for the RFP. In response, we offered to limit the RFP to the time period of January 1, 2006 to December 31, 2016. The parties agreed to reconvene on July 1 to resolve this issue. However, when the parties met on July 1, counsel for Remington was not yet prepared to address the issue. Counsel for Remington will provide a response on July 3.

5. DN 240, RFP #10. “All documents pertaining to the acquisition of the Bushmaster brand and/or Bushmaster Firearms International, LLC by the Company and/or Cerberus Capital Management.”

At the June 26 meet and confer, we acknowledged that defendants had produced an asset purchase agreement and some related documents, but asked whether Remington had produced or planned to produce other documents responsive to this request. Counsel for Remington indicated that some documents concerning the acquisition of Bushmaster had not been produced. Counsel for Remington indicated uncertainty as to what documents the RFP seeks.

By emails dated June 30 and July 1, we clarified that this request seeks “documents and communications related to any communicated rationale for a transaction, proposals for future marketing strategies, discussions of future earnings potential and areas for future growth, and projections for future return on investment, including discussions of any plans for a potential, subsequent initial public offering (“IPO”). Such documents and communications would include, for example, any letters of intent, bid letters, pitch books or presentations, materials prepared for or submitted to any board of directors or management, draft S-1s or other required filings, investors presentations, and any materials prepared by or for prospective underwriters for any potential, subsequent IPO including pitch decks. This request includes both internal communications and any communications with relevant external parties, including Cerberus, potential financial participants in any contemplated transaction, and any advisors or underwriters that were contacted to potentially assist with an acquisition or IPO.” Remington will

respond by Friday, July 3.

- 6. DN 240, RFP #12. “All documents from 1999 to the present that catalogue, discuss, and/or reference any nonmilitary, non-law enforcement assault with an AR-15 type/AK-47 type rifle, or other semiautomatic rifle with a pistol grip, that resulted in injury or death.”**

At the June 26 meet and confer, we asked what production efforts had been made in response to this RFP. Counsel for Remington indicated that Remington had produced any documents that they found through 2012. Counsel stated that Remington had not and should not be required to search for responsive materials existing in the public domain. In response, we indicated that plaintiffs seek the production of documents in Remington’s possession, custody and control. In response to Remington’s time frame objection, plaintiffs offered to narrow the cut-off date for this RFP to December 31, 2016. Remington will respond by July 3.

Resolved Discovery Disputes

- 1. DN 214, RFP 42/44. “Documents concerning oral and written statements of any person with personal knowledge of any matter alleged in the First Amended Complaint.”**

In discussions that occurred in January 2020 and were revisited on June 26, the parties agreed to narrow this request in scope. By agreement, this request now seeks statements regarding responsibility for the shooting – for example, statements concerning the shooter’s responsibility, the shooter’s mother’s responsibility or other such statements.

Remington also reserves the right to seek statements from the plaintiffs regarding their damages or losses. While plaintiffs are willing to provide damages discovery, plaintiffs asked Remington for clarification concerning precisely what damages information is sought. The parties tabled this aspect of the request for the time being.

In response to Remington’s June 24, 2020 letter, and as memorialized in our June 25, response, despite a dispute as to whether plaintiffs (with the exception of Bill Sherlach) are required to respond to discovery in their individual capacities, plaintiffs agreed to produce statements made by plaintiffs in their individual capacities, as well as in their representative capacities. At the June 26, 2020 conference, Remington clarified that it seeks only statements that were issued in the public domain, and that it is not requesting that the plaintiffs’ email accounts be searched. The parties agreed that the plaintiffs will produce responsive statements that were publicly issued, regardless of whether they were made in an individual or representative capacity, and that this production will be sufficient response to this RFP.

- 2. DN 216, RFP 1a. “Documents demonstrating the relationships among Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC from January 1, 2006 to the present day.”**

Plaintiffs agreed to accept defendants’ response as it is stated in DN 216, provided that defendants withdraw their reservation of right to object to this production request, and revise their response accordingly.

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3. **DN 216, RFP 1b. “Documents concerning the relationship between the Company and Camfour, Inc. and/or Camfour Holding, LLP, including any rebates, financial incentives, comarketing agreements and other such documents/agreements. Production in response to this Request shall not include bills, bills of lading, purchase orders, sales orders, except for those pertaining to the weapon in issue in this case. The time frame of this interrogatory is from January 1, 2006 to December 14, 2012.”**

Plaintiffs agreed to withdraw this RFP provided that defendants agree to produce any responsive documents concerning Camfour that are encompassed by other discovery requests.

4. **DN 216, RFP 5. “Documents concerning communications between or among the Company and Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC; and/or Camfour, Inc.; and/or Camfour Holding, LLP, from January 1, 2006 to the present day.”**

Plaintiffs agreed to withdraw this RFP.

5. **DN 216, RFP 7. “Documents concerning the branding, marketing, and/or sale of AR-15 style rifles as modern sporting rifles during the period January 1, 2006 through December 14, 2012.”**

Defendants confirmed that no objection to this RFP is pending and agreed to revise their response accordingly. Defendants also agreed to review their prior productions to ensure that all responsive materials were produced for the time period articulated.

Counsel for Remington indicated that Remington has made some production with respect to this RFP, with more forthcoming. Specifically, Remington has not conducted a search by the individual SKU (Stock Keeping Unit) number of the firearm, but represented that this level of detail has been or will be produced.

6. **DN 216, RFP 8. “Documents concerning marketing, promotion, promotional strategies, the Company's customer base, the Company's desired customer base, and market research received, obtained and/or created by the Company concerning AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.”**

Defendants confirmed that no objection is pending, and agreed to revise their response accordingly. Defendants also reported that they will be producing documents pursuant to this request.

Defendants indicated that they have made some production with respect to this RFP, with more forthcoming. Specifically, defendants indicated that they have not conducted a search by the individual SKU (Stock Keeping Unit) number of the firearm, but represented that this level of detail has been or will be produced.

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7. **DN 216, RFP 9. “Documents, including web site postings, blog postings, and/or any other internet marketing created by or at the behest of the Company or any other defendant in this action concerning AR-15 style rifles use of assault rifles for home defense, suitability of assault rifles as gifts or family guns, and/or appropriate uses of assault rifles, prior to December 14, 2012.”**

Defendants confirmed that no objection is pending, and agreed to revise their response accordingly.

8. **DN 216, RFP 10. “Documents concerning the use of video games to market and/or promote the sale of AR- 15 style rifles including, but not limited to the Remington/ Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.”**

Defendants confirmed that they have not withheld any responsive materials pursuant to objection. Defendants also agreed to withdraw their reservation of right to object to this request.

9. **DN 216, RFP 11. Documents concerning the display of AR-15 style rifles in video games, including, but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.**

Defendants confirmed that they have not withheld any responsive materials pursuant to objection. Defendants also agreed to withdraw their reservation of right to object to this request.

10. **DN 216, RFP 12. “12. Documents concerning the function of the Remington/ Bushmaster model XM15-E2S.”**

Plaintiffs agreed to accept defendants’ response.

11. **DN 216, RFP 13. “Documents concerning the manner in which AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, were used by non-military and non-law enforcement owners prior to December 14, 2012, including but not limited to documents concerning storage, sharing, transfer, gifting, transport and/or re-sale of AR-15 style rifles, any and all other uses of AR-15 style rifles by such owners.”**

Defendants had requested in the January meet and confer that plaintiffs withdraw this RFP. Plaintiffs agreed to do so.

12. **DN 216, RFP 14. “Documents concerning training and instruction provided to or available to purchasers of AR-I5 style rifles including to purchasers of the Remington/Bushmaster model XM15- E2S, prior to December 14, 2012.”**

Defendants had requested in the January meet and confer that plaintiffs withdraw this RFP. Plaintiffs agreed to do so.

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- 13. DN 216, RFP 15. “Documents concerning the volume of sales of AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, by the Company from January 1, 2006 to December 14, 2012.”**

Defendants confirmed that they will withdraw their objection related to the ESI protocol, and will revise their response accordingly.

- 14. DN 216, RFP 16. “Documents concerning the volume of sales of AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, in the industry from January 1, 2006 to December 14, 2012.”**

Defendants confirmed that they will withdraw their objection related to the ESI protocol, and will revise their response accordingly.

- 15. DN 239, Interrogatory #1. “Identify each person, whether employee, agent, or other representative of the Company, or any third party, with the most knowledge of the matters alleged in plaintiffs' operative Complaint and for each person listed, give a brief statement as to the substance of such knowledge or information.”**

Plaintiffs agreed to withdraw this interrogatory.

- 16. DN 239, Interrogatory #3: “Identify any entities that have provided advice, coordination, assistance, or other services concerning advertising, marketing, public relations, market research, focus groups, social or online media monitoring, product promotion, and/or product placement for the Company's AR-15 type rifles. For each such entity listed, describe the nature of the relationship with the Company, the nature of the services provided, the time period during which those services were provided, and identify the person at each entity who was/is responsible for the provision of services to the Company. This Interrogatory seeks information for the time period from January 1, 2006 to June 14, 2013.”**

Remington agreed to withdraw its objections to this interrogatory and supplement its response.

More specifically, at the June 26 meet and confer, counsel for Remington acknowledged that there are additional entities identified in documents produced that are not listed in the response to this interrogatory and agreed to supplement this interrogatory response for the period of January 1, 2006 to December 14, 2012. Remington, however, reserved its objection to producing responsive documents for the time period from December 14, 2012 to June 14, 2013. At the July 1 conference, counsel stated that they no longer maintained this objection and would respond for the full, requested time period.

- 17. DN 239, Interrogatory #6. “Concerning the Bushmaster XM15-E2S rifle, serial number L534858, that was sold to Camfour in 2010, please state: a. When the rifle was manufactured; b. Where the rifle was manufactured; c. Whether the rifle was composed of any firearm parts purchased from outside the Company; d. If the answer to 6(c) is in the**

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affirmative, identify each purchased part and provide the name of the entity from which it was purchased, the entity's location, when the part was purchased, and the name of any persons at the entity who were involved in the purchase.”

Defendants agreed to withdraw their objections to 6(a), 6(b) and 6(c), and plaintiffs agreed to withdraw interrogatory 6(d).

18. DN 239, Interrogatory #8, 9, 10, 11 (all concerning applicable insurance coverage)

Although Remington recently clarified by letter that it does carry coverage applicable to plaintiffs' claims, plaintiffs requested that Remington provide that response formally and in a certified form. Remington agreed to do so.

19. DN 240, RFP 3. “Product catalogues produced by or at the behest of the Company or Bushmaster Firearms International, LLC a/k/a/ Bushmaster Firearms from 1976 to the present.”

Plaintiffs agreed to accept defendants' response.

20. DN 240, RFP 11. “Copies of all documents identified in your response to Plaintiffs' First Set of Interrogatories.”

Plaintiffs noted that although Remington objected to the corresponding interrogatory, no specific objection was made to this RFP. Defendants agreed to update as necessary.

Discussion Concerning Upcoming Production

At the June 26 meet and confer, Remington's counsel provided the following updates on upcoming productions:

1. Plaintiffs will be receiving all product catalogs issued by defendants between 2006 and 2016, with the exception of the DPMS 2007 catalog, which could not be located in hard or digital format.
2. During the week of June 29th, Defendants will produce social media in native format.
3. Although Defendants had previously indicated that the next rolling production would occur on or about July 3rd, the production will likely occur the following week of July 6th.

Discussion Concerning Upcoming Depositions

Plaintiffs have requested dates for the corporate designee deposition as to which Remington's Motion for Protective Order was denied. Remington proposed discussing this issue during the June 26 meet and confer, and plaintiffs agreed to do so. At the meet and confer, Remington's counsel indicated that counsel is available to begin corporate designee depositions during the week of August 3rd, although counsel is still working to confirm witness availability. Counsel for Remington also indicated that there

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may be multiple witnesses, given the company's various locations and many departments. Plaintiffs' counsel indicated that we wish to proceed and that it would be productive for Remington to indicate which witnesses would be made available on each topic.

At the July 1 meet and confer, we advised that despite our wish to proceed with individually noticed depositions in person, we will instead proceed remotely. Also on July 1, Remington's counsel confirmed the plan to move forward with corporate designee depositions on August 4, 5, or 6 to address one or more portions of Topics 1, 2, 3, and 4. Remington does not yet have the names of the deponents.

Next Steps

The parties recognize that the Court requested that objections requiring ruling be claimed on July 6 and are working toward that goal. Once Remington has had a chance to review this letter and respond, the parties will also discuss what further steps will be taken to formalize these agreements.

Very truly yours,



Alinor C. Sterling

ACS/dgg

cc: Joshua D. Koskoff, Esquire
Jeffrey W. Wisner, Esquire
H. Christopher Boehning, Esquire
Jacobus J. Schutte, Esquire
Lorena B. Gullotta

EXHIBIT I

From: James Vogts <jvogts@smbtrials.com>
Sent: Monday, June 1, 2020 9:06 AM
To: Alinor C. Sterling; Andrew Lothson; Mueller, Jeff; Rotondo, Jim; Williams, Paul D.
Cc: Josh D. Koskoff; Boehning, Christopher; Schutte, Jacobus; Jeffrey Wisner; Lorena Gullotta
Subject: RE: Soto: Meet and Confer, Next Court Date

Alinor, defense counsel are available on June 15 at 2:00 pm for a status conference with the court.

Our availability for a meet and confer depends somewhat on the topics you'd like to discuss. We need to make sure the right persons are available to answer your questions. Please let us know more specifically what you'd like to discuss, and we'll get back to you promptly with dates on which we're available.

Thank you,

Jim

James Vogts
Swanson, Martin & Bell LLP
330 N. Wabash Suite 3300
Chicago, IL 60611
(312) 222-8517

From: Alinor C. Sterling
Sent: Monday, June 1, 2020 7:07 AM
To: James Vogts ; Andrew Lothson ; Mueller, Jeff ; James Rotondo ; Williams, Paul D.
Cc: Josh D. Koskoff ; Boehning, Christopher ; Schutte, Jacobus ; Jeffrey Wisner ; Lorena Gullotta
Subject: Soto: Meet and Confer, Next Court Date

Counsel,

We'd like to meet and confer concerning the status of Remington's compliance. Could you give us some times toward the end of this week when you are available?

We also propose accepting the June 15 2 pm status conference the Court offered, so that the adjudication of your motion for protective order, and our objection to it, which we will file on June 5, can be addressed, in addition to the existing agenda.

Please let us know your availability and position.

Thanks,

Alinor

Alinor Sterling | Attorney at Law
KOSKOFF KOSKOFF & BIEDER PC
350 Fairfield Ave., Bridgeport, CT 06604
203.336.4421 | 203.368.3244 (fax)
www.koskoff.com



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EXHIBIT J

From: Alinor C. Sterling <ASterling@koskoff.com>
Sent: Sunday, June 7, 2020 9:56 PM
To: James Vogts; Josh D. Koskoff; Jeffrey Wisner; Boehning, Christopher; Schutte, Jacobus
Cc: Williams, Paul D.; Rotondo, Jim; Mueller, Jeff; Andrew Lothson
Subject: Re: Soto

Jim,

Thanks for advising us about the limitations your office is experiencing. As I am sure you are, we are committed to move forward with the case and we also recognize an obligation to be respectful of the safety and health of all involved. We are doing our best to balance those sometimes competing concerns. It is very helpful to be advised of challenges on your end that may impact scheduling and forward progress, although more specific information would be even more helpful. For example, it would be helpful to us to hear from you what specific tasks or processes cannot be done remotely. We also think it is important that the Court be advised of these issues.

Turning to the document production issues, there are a number of issues that we expect could be addressed efficiently during a meet and confer. Generally speaking, it would be helpful to have a better understanding of what documents are coming when, and of the limitations on what documents have been produced to date. For example, here are some of the questions we would like to discuss:

1. The ordering of your email production(s). Are they ordered by custodians, chronologically? How much more email content is there to be produced, and when should we anticipate receiving it?
2. When do you anticipate production in response to the pending RFPS will be complete? If there are outstanding matters that will delay completion, what are they and what type of information is involved?

We believe that a telephonic meet and confer should occur before our June 15 status conference, and request again that we find some time to discuss this in the upcoming week. Please let us know your availability.

Alinor

Alinor Sterling | Attorney at Law
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350 Fairfield Ave., Bridgeport, CT 06604
203.336.4421 | 203.368.3244 (fax)
www.koskoff.com

Koskoff

From: James Vogts
Date: Tuesday, June 2, 2020 at 10:47 AM
To: Alinor Sterling , "Josh D. Koskoff" , Jeffrey Wisner , "Boehning, Christopher" , "Schutte, Jacobus"
Cc: "Williams, Paul D." , James Rotondo , "Mueller, Jeff" , Andrew Lothson
Subject: Soto

Alinor, I can tell you right now that on or prior to June 22—the date on which our response to Plaintiffs’ Third Request for Production is due—we will be making another rolling production of ESI under the ESI Protocol, including additional email communications on AR-type rifle marketing topics. We will also be producing downloaded social media content across the Remington brands (including all embedded videos), the insurance policies, and additional Remington and DPMS product catalogs.

We are still in the middle of producing responsive documents, and are working diligently on making additional productions. Some of the work required to get these productions to you cannot be done remotely, and our offices have been closed since mid-March due to the pandemic, and more recently because of street violence in Chicago, which has limited access to the downtown area. (Our offices are across the street from Trump Tower, in the area where protests were focused and where substantial looting and property damage occurred.) Nevertheless, we are working to get the documents to you.

If you need any further information on the status of our document production, please let me know with some specificity what you'd like to know and I'll do my best to answer your questions.

Jim

James Vogts
Swanson, Martin & Bell LLP
330 N. Wabash Suite 3300
Chicago, IL 60611
(312) 222-8517

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EXHIBIT K

From: James Vogts <jvogts@smbtrials.com>
Sent: Monday, June 8, 2020 6:07 PM
To: Alinor C. Sterling; Josh D. Koskoff; Jeffrey Wisner; Chris Boehning; Schutte, Jacobus
Cc: Rotondo, Jim; Williams, Paul D.; Mueller, Jeff; Andrew Lothson
Subject: Soto

Alinor, in response to your two questions, below, our next rolling production of documents will be made on or before June 22. It will include additional emails.

Another production will be made on or before July 3, well In advance of the scheduled depositions in Maine and North Carolina. This latter production will be based on an analysis and review of your recently served Third Request for Production. At that point, I believe our production of documents will be substantially complete, although I've been involved in few cases in which deposition testimony did not result in production of some additional documents.

Our offices opened today and will hopefully remain open despite the ongoing virus threat. We should not have any further logistical obstacles in producing responsive documents.

I hope this answers your questions. If you need any further information, please let me know.

Jim

James Vogts
Swanson, Martin & Bell LLP
330 N. Wabash Suite 3300
Chicago, IL 60611
(312) 222-8517

From: Alinor C. Sterling
Sent: Sunday, June 7, 2020 8:56 PM
To: James Vogts ; Josh D. Koskoff ; Jeffrey Wisner ; Boehning, Christopher ; Schutte, Jacobus
Cc: Williams, Paul D. ; Rotondo, Jim ; Mueller, Jeff ; Andrew Lothson
Subject: Re: Soto

Jim,

Thanks for advising us about the limitations your office is experiencing. As I am sure you are, we are committed to move forward with the case and we also recognize an obligation to be respectful of the safety and health of all involved. We are doing our best to balance those sometimes competing concerns. It is very helpful to be advised of challenges on your end that may impact scheduling and forward progress, although more specific information would be even more helpful. For example, it would be helpful to us to hear from you what specific tasks or processes cannot be done remotely. We also think it is important that the Court be advised of these issues.

Turning to the document production issues, there are a number of issues that we expect could be addressed efficiently during a meet and confer. Generally speaking, it would be helpful to have a better understanding of what documents are coming when, and of the limitations on what documents have been produced to date. For example, here are some of the questions we would like to discuss:

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2. When do you anticipate production in response to the pending RFPS will be complete? If there are outstanding matters that will delay completion, what are they and what type of information is involved? We believe that a telephonic meet and confer should occur before our June 15 status conference, and request again that we find some time to discuss this in the upcoming week. Please let us know your availability.

Alinor

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www.koskoff.com

Koskoff

From: James Vogts <jvogts@smbtrials.com>
Date: Tuesday, June 2, 2020 at 10:47 AM
To: Alinor Sterling <ASterling@koskoff.com>, "Josh D. Koskoff" <JKoskoff@koskoff.com>, Jeffrey Wisner <JWisner@koskoff.com>, "Boehning, Christopher" <cboehning@paulweiss.com>, "Schutte, Jacobus" <jschutte@paulweiss.com>
Cc: "Williams, Paul D." <pdwilliams@daypitney.com>, James Rotondo <jhrotondo@daypitney.com>, "Mueller, Jeff" <jmueller@daypitney.com>, Andrew Lothson <alothson@smbtrials.com>
Subject: Soto

Alinor, I can tell you right now that on or prior to June 22—the date on which our response to Plaintiffs’ Third Request for Production is due—we will be making another rolling production of ESI under the ESI Protocol, including additional email communications on AR-type rifle marketing topics. We will also be producing downloaded social media content across the Remington brands (including all embedded videos), the insurance policies, and additional Remington and DPMS product catalogs.

We are still in the middle of producing responsive documents, and are working diligently on making additional productions. Some of the work required to get these productions to you cannot be done remotely, and our offices have been closed since mid-March due to the pandemic, and more recently because of street violence in Chicago, which has limited access to the downtown area. (Our offices are across the street from Trump Tower, in the area where protests were focused and where substantial looting and property damage occurred.) Nevertheless, we are working to get the documents to you.

If you need any further information on the status of our document production, please let me know with some specificity what you’d like to know and I’ll do my best to answer your questions.

Jim

James Vogts
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EXHIBIT L

From: Alinor C. Sterling <ASterling@koskoff.com>
Sent: Monday, June 8, 2020 10:21 PM
To: James Vogts; Josh D. Koskoff; Jeffrey Wisner; Chris Boehning; Schutte, Jacobus
Cc: Rotondo, Jim; Williams, Paul D.; Mueller, Jeff; Andrew Lothson
Subject: Re: Soto

Jim,

My emails on this issue have repeated that we are requesting Remington meet and confer with us regarding the status of its production. Because you had asked for specific concerns we wish to address, I gave you some examples of questions we think should be part of the conversation. Your response does not answer the example questions I posed; it does not address limitations on the documents produced to date, nor does it answer questions concerning the anticipated volume of future email productions, or custodians and time periods for the existing production. And it does not respond to the broader issue, which is that we are asking for a meet and confer concerning Remington's document production before the status conference.

We continue to believe that a meet and confer before the status conference is appropriate and necessary and will give us the best chance to avoid burdening the Court with issues that the parties could potentially resolve themselves. I therefore reiterate our request for a meet and confer before the status conference. Please advise as to your position. If it is your position that a meet and confer is not appropriate, please say so directly.

Alinor

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203.336.4421 | 203.368.3244 (fax)
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Koskoff

From: James Vogts
Date: Monday, June 8, 2020 at 6:06 PM
To: Alinor Sterling , "Josh D. Koskoff" , Jeffrey Wisner , Chris Boehning , "Schutte, Jacobus"
Cc: James Rotondo , "Williams, Paul D." , "Mueller, Jeff" , Andrew Lothson
Subject: Soto

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Another production will be made on or before July 3, well in advance of the scheduled depositions in Maine and North Carolina. This latter production will be based on an analysis and review of your recently served Third Request for Production. At that point, I believe our production of documents will be substantially complete, although I've been involved in few cases in which deposition testimony did not result in production of some additional documents.

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Swanson, Martin & Bell LLP
330 N. Wabash Suite 3300
Chicago, IL 60611
(312) 222-8517

From: Alinor C. Sterling
Sent: Sunday, June 7, 2020 8:56 PM
To: James Vogts ; Josh D. Koskoff ; Jeffrey Wisner ; Boehning, Christopher ; Schutte, Jacobus
Cc: Williams, Paul D. ; Rotondo, Jim ; Mueller, Jeff ; Andrew Lothson
Subject: Re: Soto

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Alinor

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Koskoff

From: James Vogts <jvogts@smbtrials.com>
Date: Tuesday, June 2, 2020 at 10:47 AM

To: Alinor Sterling <ASterling@koskoff.com>, "Josh D. Koskoff" <JKoskoff@koskoff.com>, Jeffrey Wisner <JWisner@koskoff.com>, "Boehning, Christopher" <cboehning@paulweiss.com>, "Schutte, Jacobus" <jschutte@paulweiss.com>
Cc: "Williams, Paul D." <pdwilliams@daypitney.com>, James Rotondo <jhrotondo@daypitney.com>, "Mueller, Jeff" <jmueller@daypitney.com>, Andrew Lothson <alothson@smbtrials.com>
Subject: Soto

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If you need any further information on the status of our document production, please let me know with some specificity what you'd like to know and I'll do my best to answer your questions.

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EXHIBIT M

From: Alinor C. Sterling <ASterling@koskoff.com>
Sent: Wednesday, June 10, 2020 5:28 PM
To: James Vogts
Subject: Soto
Attachments: Revised-Local-Rules-06-01-2020 FORM 26(f)[1].pdf

Jim,

Thanks again for your call of yesterday morning. We recognize the importance of cooperating in order to avoid burdening the court with discovery disputes, wherever possible. I am taking your proposal as an opportunity to do that. I have put together a counterproposal that I believe addresses both parties' concerns and would avoid involving the court at this time and potentially at all.

We will agree to withdraw the April 15 corporate designee notice if Remington will agree to:

- (1) By June 25, provide detailed, written responses to the questions itemized below. These questions reflect required disclosures under United States District Court for the District of Connecticut Local Rule 26 and Form 26(f). (A copy of Form 26(f) is attached.) Such responses would give plaintiffs necessary orientation as we review your productions and are not "discovery on discovery," which Remington has indicated it wants to avoid.
- (2) By July 9, meet and confer with plaintiffs regarding Remington's responses to these questions, with a technical representative from Remington participating in the teleconference. Again, this is no more than is called for by Local Rule 26 and Form 26(f) and similar rules across the country.
- (3) By July 1, respond to the operative subparts of plaintiffs' Interrogatory No. 7, served in 2016. And,
- (4) Produce a corporate designee witness on a mutually agreed date in September 2020 to the extent such deposition is deemed necessary by plaintiffs. A September designee date would place the designee deposition, if one is necessary, after Remington's compliance has been made, and after some depositions have been taken, as you proposed.

Plaintiffs' Questions

- List all computer-based and other electronic information management systems used to store historical, archival, back-up and legacy files.
 - For each system, provide dates for which information is presently available for collection.
- Describe the steps taken by Remington to preserve electronically stored information generally and in this matter.
- Provide a detailed description of Remington's method of collection of ESI in this matter, including the systems searched, the custodians whose files were searched, any date limitations applied to the collection, and any search terms and/or other techniques to be used in connection with the retrieval, screening, and production of such information.
- Identify any third-party services used to store Remington's data or manage its direct-to-consumer marketing initiatives.
 - For each third party, identify and describe the types of data stored on its systems.

I look forward to your response,

Alinor

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